MAGNET FORENSICS

BRING THE TRUTH TO LIGHT.

Magnet Forensics USA, Inc.
13800 Coppermine Road, Suite 314
Herndon, VA
20171

DUNS: 080001807
Cage Code: 7K9J2
Phone Number: +1 (844) 638-7684

[redacted]

b4

Quote Number	00029240	Created Date	25-AUG-2016
		Expiration Date	30-SEP-2016
Prepared By: Email:	[redacted]	Contact Name Phone Email	[redacted]
Bill To Name	FBI - Denver	Ship To Name	FBI - Denver
Bill To	8000 E 36th Ave Denver, CO 80238 United States	Ship To	8000 E 36th Ave Denver, CO 80238 United States

b6

Quote Line Items (* Prices are based on Annual Terms)

Product	Product Code	Selling Price	Quantity	Total Price
[redacted]				

b4

Total Price	USD [redacted]
Shipping and Handling	USD [redacted]
Tax	USD 0.00
Grand Total	USD 6,475.00

Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote.

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal.

Customer Signature: ______________________________

Date Signed: ______________________________

Thank you for the opportunity to earn your business.
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
09/25/2016

2. CONTRACT NO. *(If any)*

3. ORDER NO.
DJF-16-1200-P-0009069

4. REQUISITION/REFERENCE NO.
DJF-16-3210-PR-0012337

5. ISSUING OFFICE *(Address correspondence to)*
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
935 PENNSYLVANIA AVE, NW
ROOM 6823
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
MAGNET FORENSICS USA, INC.
b. COMPANY NAME
DUNS: 080001807
c. STREET ADDRESS
1000 NW ST STE 1200
d. CITY
WILMINGTON
e. STATE
DE
f. ZIP CODE
19801

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR: ______
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2016-SEN1-1600-3210-OT-IT-31031-COMP-2016

10. REQUISITIONING OFFICE
DENVER DIVISION
ATTN [redacted]
8000 EAST 36TH AVENUE
DENVER, CO 80238-2475

[redacted] b6

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*
09/26/2016

16. DISCOUNT TERMS
NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 09/26/2016 PER Quote Number 00029240 Created Date 25-AUG- [redacted] See Continuation Sheet(s)	[redacted]	EA	[redacted]	[redacted]	

b4

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

17(h) TOT. *(Cont. pages)*
$6,475.00

21. MAIL INVOICE TO:
a. NAME
SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@IC.FBI.GOV
b. STREET ADDRESS *(or P.O. Box)*
c. CITY
d. STATE
e. ZIP CODE

17(i) GRAND TOTAL
$6,475.00

22. UNITED STATES OF AMERICA BY *(Signature)*
[redacted]

23. NAME *(Typed)*
[redacted]
TITLE: CONTRACTING/ORDERING OFFICER

b6

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Base Period **Delivery Schedule:** 09/30/2016 Quantity: 2.000000 FOB: Delivery Address: DENVER DIVISION ATTN: [redacted] 8000 EAST 36TH AVENUE DENVER, CO 80238-2475				
0002	PER Quote Number 00029240 Created Date 25-AUG-2016 [redacted] Base Period **Delivery Schedule:** 09/30/2016 Quantity [redacted] FOB: Delivery Address: DENVER DIVISION ATTN: [redacted] 8000 EAST 36TH AVENUE DENVER, CO 80238-2475	[redacted]	EA	[redacted]	[redacted]
0003	PER Quote Number 00029240 Created Date 25-AUG-2016 Shipping **Line Period of Performance:** 09/26/2016 - 11/30/2016 Base Period **Delivery Schedule:** 09/30/2016 Quantity [redacted] FOB: Delivery Address: DENVER DIVISION ATTN: [redacted] 8000 EAST 36TH AVENUE DENVER, CO 80238-2475	[redacted]	EA	[redacted]	[redacted]
				TOTAL	$6,475.00

b4
b6

b4
b6

FUNDING DETAILS:

ITEM NO	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	[redacted]	2016 - SEN1 - 1600 - 3210 - OT - - - 31031 - - - - - -
0002	2	[redacted]	2016 - SEN1 - 1600 - 3210 - OT - - - 31031 - - - - - -
0003	3	[redacted]	2016 - SEN1 - 1600 - 3210 - OT - - - 22012 - - - - - -
		TOTAL: $6,475.00	

b4

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)
52.204-2	Security Requirements (Aug 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014)
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (June 2016)
52.214-29	Order of Precedence - Sealed Bidding (Jan 1986)
52.216-11	Cost Contract - No Fee (Apr 1984)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.227-19	Commercial Computer Software License (Dec 2007)
52.228-4	Workers" Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.228-7	Insurance - Liability to Third Persons (Mar 1996)
52.229-8	Taxes - Foreign Cost-Reimbursement Contracts (Mar 1990)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-17	Interest (May 2014)
52.232-20	Limitation Of Cost (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I (Apr 1984)
52.232-24	Prohibition of Assignment of Claims (May 2014)
52.232-30	Installment Payments for Commercial Items (Oct 1995)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)

Clause	Title
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (July 1995)
52.246-23	Limitation of Liability (Feb 1997)
52.247-68	Report of Shipment (RESHIP) (Feb 2006)
52.249-6	Termination (Cost Reimbursement) (May 2004)
52.251-2	Interagency Fleet Management System Vehicles And Related Services (Jan 1991)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;

2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
• Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
• Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
Establish communication processes to notify employees of activation of this plan.
• Integrate pandemic health crisis response expectations into telework agreements.
With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

- Determine how all employees who may telework will communicate with one another and with management to accomplish work. Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and ~~official use~~; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).
If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of ____________________ and shall not be binding until so approved.

(End of clause)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - Alternate I (Mar 2015)

(a) *Definitions*. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/*.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at *help@befree.org*.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ______________), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ______________) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ______________; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.233-3 Alt I Protest after Award (Aug 1996) - Alternate I (Jun 1985)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as *provided* in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

____
____
____

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____
____
____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

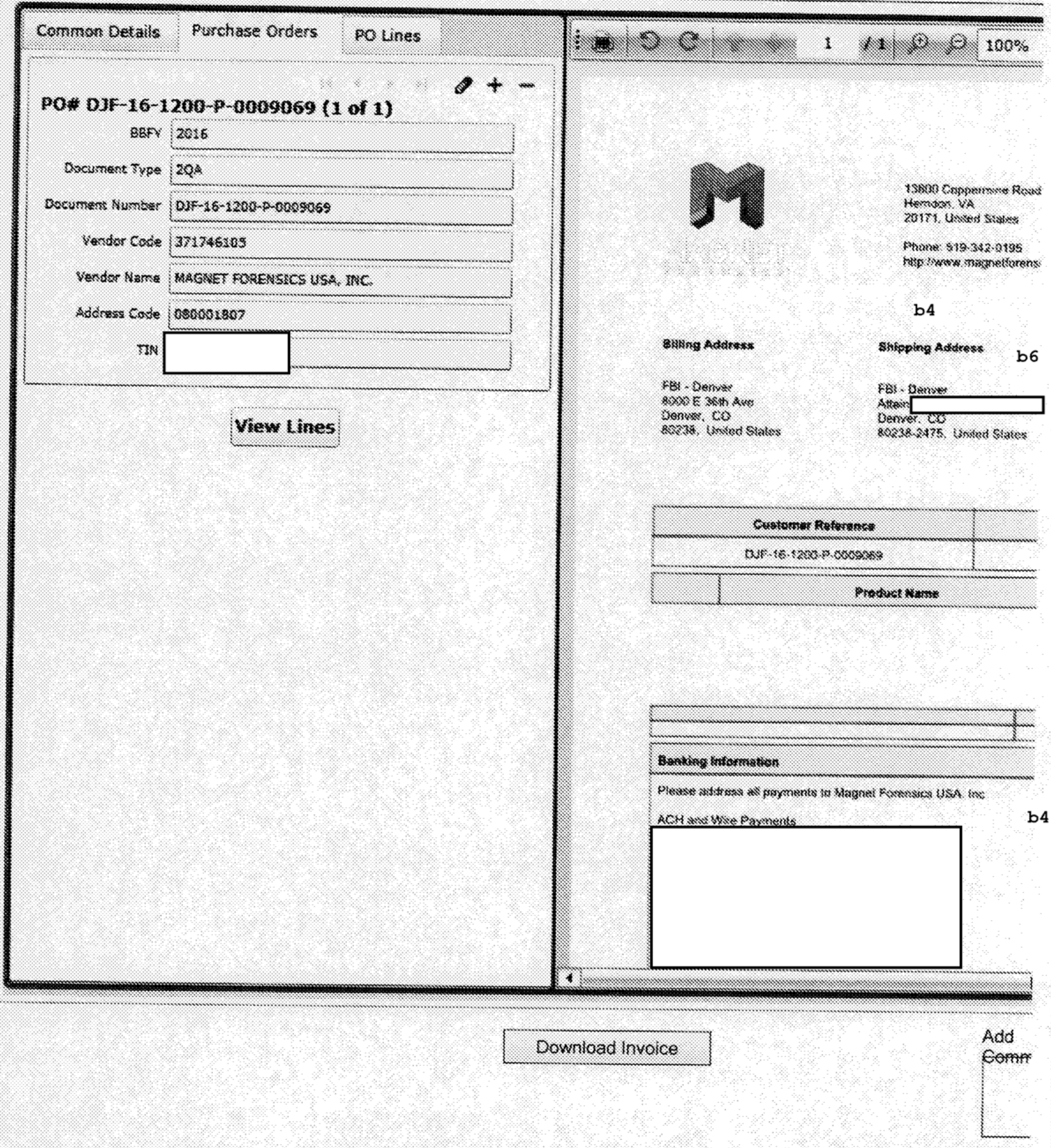
(b) The use in this solicitation or contract of any ____________________ (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

Invoice Management System (IMS) - CO Data Entry


Common Details
Purchase Orders
PO Lines
1
/ 1
100%
View Lines
Download Invoice
Add
Comm

PO# DJF-16-1200-P-0009069 (1 of 1)

BBFY: 2016
Document Type: 2QA
Document Number: DJF-16-1200-P-0009069
Vendor Code: 371746103
Vendor Name: MAGNET FORENSICS USA, INC.
Address Code: 080001807
TIN: [redacted]

13800 Coppermine Road
Herndon, VA
20171, United States

Phone: 519-342-0195
http://www.magnetforens

b4

Billing Address

FBI - Denver
8000 E 36th Ave
Denver, CO
80238, United States

Shipping Address

b6

FBI - Denver
Atten [redacted]
Denver, CO
80238-2475, United States

Customer Reference
DJF-16-1200-P-0009069

	Product Name

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

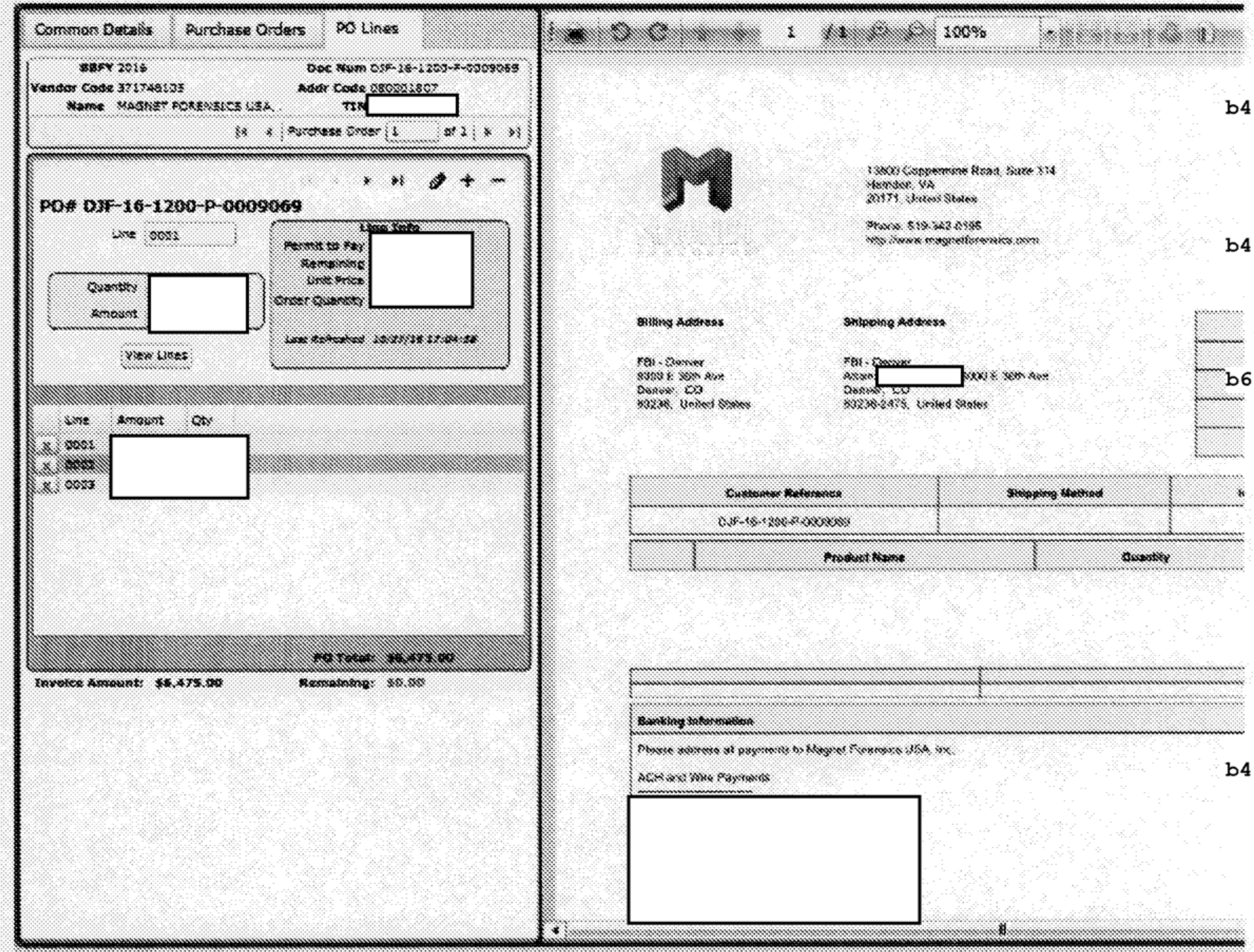
ACH and Wire Payments

b4

[redacted]

b7E

Invoice Management System (IMS) - CO Data Entry



BBFY 2016 **Doc Num** DJF-16-1200-P-0009069
Vendor Code 371748135 **Addr Code** 080021807
Name MAGNET FORENSICS USA, **TIN** [redacted]
Purchase Order 1 of 1

PO# DJF-16-1200-P-0009069

Line 0001

Quantity
Amount [redacted]

Line Info
Permit to Pay
Remaining
Unit Price
Order Quantity [redacted]

Last Refreshed 10/27/16 17:04:58

Line	Amount	Qty
0001	[redacted]	
0002		
0003		

PO Total: $6,475.00

Invoice Amount: $6,475.00 **Remaining: $0.00**

13800 Coppermine Road, Suite 314
Herndon, VA
20171, United States

Phone: 519-342-0195
http://www.magnetforensics.com

b4

b4

Billing Address	**Shipping Address**
FBI - Denver 8000 E 36th Ave Denver, CO 80238, United States	FBI - Denver Attn: [redacted] 8000 E 36th Ave Denver, CO 80238-2475, United States

b6

Customer Reference	Shipping Method
DJF-16-1200-P-0009069	

	Product Name	Quantity

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted]

b4

Download Invoice

Add
~~Comm~~

b7E

[redacted] 10/27/2016

13800 Coppermine Road, Suite 314
Herndon, VA
20171, United States

Phone: 519-342-0195
http://www.magnetforensics.com

INVOICE

Billing Address

FBI - Denver
8000 E 36th Ave
Denver, CO
80238, United States

Shipping Address

FBI - Denver
Attn [redacted] 8000 E 36th Ave
Denver, CO
80238-2475, United States

b6

Invoice Number	SIN008803
Invoice Date	28/09/2016
Contract Number	C-00020865
Contract Start Date	01/10/2016
Contract End Date	28/09/2017

Customer Reference	Shipping Method	Invoice Currency	Due Date
DJF-16-1200-P-0009069		USD	28/09/2016

	Product Name	Quantity	Term	Subtotal
			Net Total	USD $6,475.00
			Tax Total	USD $0.00
			Invoice Total	**USD $6,475.00**

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted]

b4

Check Payments

Remit To:
Magnet Forensics USA, Inc.
P.O. Box 83283
Chicago, IL 60691-0283

MAGNET
FORENSICS

BRING THE TRUTH TO LIGHT.

Magnet Forensics USA, Inc.
1000 N. West Street Suite 1200
Wilmington, Delaware
19801, United States

Quote Number 00022285

Created Date 25/02/2016
Expiration Date 25/03/2016

Prepared By:
Email: [redacted]

Contact Name
Phone
Email [redacted]

b6

Bill To Name Federal Bureau of Investigation - Detroit
Bill To
477 Michigan Ave
26th Floor
Detroit, Michigan 48226-2598
United States

Ship To Name Federal Bureau of Investigation - Detroit
Ship To
477 Michigan Ave
26th Floor
Detroit, Michigan 48226-2598
United States

Product	Product Code	Sales Price	Quantity	Term	Subtotal
[redacted]					

b4

Subtotal	USD [redacted]
Shipping and Handling	USD [redacted]
Tax	USD 0.00
Grand Total	USD 5,125.00

Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote.

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

BRING THE TRUTH TO LIGHT.

Magnet Forensics USA, Inc.

1000 N. West Street Suite 1200

Wilmington, Delaware

19801, United States

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal

b6

Customer Signature [redacted] **Date Signed:** 4·8·2016

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

MAGNET
FORENSICS

Magnet Forensics
156 Columbia Street West, Unit#2
Waterloo, ON
N2L 3L3
519-342-0195

February 2nd, 2015

To Whom It May Concern,

This letter serves to notify you that Magnet Forensics (formerly JADsoftware) is the sole manufacturer of the Internet Evidence Finder® software used for recovering Internet artifacts from data contained on hard drives and live RAM. No other organization offers our unique Internet Evidence Finder® application.

Best regards,

[redacted]

b6

Magnet Forensics
[redacted]
519-342-0195 [redacted]

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
04/05/2016

2. CONTRACT NO. *(If any)*

3. ORDER NO.
DJF-16-1200-P-0004743

4. REQUISITION/REFERENCE NO.
DJF-16-3220-PR-0007313

5. ISSUING OFFICE *(Address correspondence to)*
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
935 PENNSYLVANIA AVE, NW
ROOM 6823
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
MAGNET FORENSICS USA, INC.
b. COMPANY NAME
DUNS: 080001807
c. STREET ADDRESS
1000 NW ST STE 1200
d. CITY
WILMINGTON
e. STATE
DE
f. ZIP CODE
19801

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:________
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated
☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2016-SED1-1200-3220-IY-IY-31031-2016

10. REQUISITIONING OFFICE
DETROIT DIVISION
477 MICHIGAN AVE, 26TH FL
DETROIT, MI 48226-2598
[redacted] b6

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*
05/30/2016

16. DISCOUNT TERMS
NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 05/30/2016 [redacted] See Continuation Sheet(s)	[redacted]	EA	[redacted]	[redacted]	

b4

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:
a. NAME
DETROIT DIVISION Attn: [redacted]
b. STREET ADDRESS *(or P.O. Box)*
477 MICHIGAN AVE, 26TH FL
c. CITY
DETROIT
d. STATE
MI
e. ZIP CODE
48226-2598

17(h) TOT. *(Cont. pages)*
$5,125.00

17(i) GRAND TOTAL
$5,125.00

b6

22. UNITED STATES OF AMERICA BY *(Signature)*
[redacted]

23. NAME *(Typed)*
[redacted]
TITLE: CONTRACTING/ORDERING OFFICER

b6

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Base Period **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address: DETROIT DIVISION 477 MICHIGAN AVE. 26TH FL DETROIT, MI 48226-2598				
0002	[redacted] Base Period **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address: DETROIT DIVISION 477 MICHIGAN AVE. 26TH FL DETROIT, MI 48226-2598	[redacted]	EA	[redacted]	
0003	[redacted] Base Period **Delivery Schedule:** Quantity [redacted] FOB: Delivery Address: DETROIT DIVISION 477 MICHIGAN AVE. 26TH FL DETROIT, MI 48226-2598		EA		
0004	[redacted] Base Period **Delivery Schedule:** Quantity [redacted] FOB: Delivery Address: DETROIT DIVISION 477 MICHIGAN AVE. 26TH FL DETROIT, MI 48226-2598		EA		
0005	Shipping and Handling Fee **Line Period of Performance:** 03/13/2016 - 05/30/2016 Base Period **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address: DETROIT DIVISION 477 MICHIGAN AVE. 26TH FL DETROIT, MI 48226-2598		EA		
				TOTAL	$5,125.00

b4

b4

b4

b4

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	[redacted]	2016 - SED1 - 1200 - 3220 - IY - - - 31031 - - - - - -
0002	2	[redacted]	2016 - SED1 - 1200 - 3220 - IY - - - 31031 - - - - - -
0003	3	[redacted]	2016 - SED1 - 1200 - 3220 - IY - - - 31031 - - - - - -
0004	4	[redacted]	2016 - SED1 - 1200 - 3220 - IY - - - 31031 - - - - - -
0005	5	[redacted]	2016 - SED1 - 1200 - 3220 - IY - - - 22012 - - - - - -
		TOTAL: $5,125.00	

b4

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)
52.204-2	Security Requirements (Aug 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014)
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (Feb 2016)
52.214-29	Order of Precedence - Sealed Bidding (Jan 1986)
52.216-18	Ordering (Oct 1995)
52.216-19	Order Limitations (Oct 1995)
52.216-20	Definite Quantity (Oct 1995)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.227-19	Commercial Computer Software License (Dec 2007)
52.228-4	Workers" Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-17	Interest (May 2014)
52.232-23	Assignment of Claims (May 2014)
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I (Apr 1984)
52.232-24	Prohibition of Assignment of Claims (May 2014)
52.232-30	Installment Payments for Commercial Items (Oct 1995)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)
52.242-13	Bankruptcy (July 1995)

Clause	Title
52.246-23	Limitation of Liability (Feb 1997)
52.247-68	Report of Shipment (RESHIP) (Feb 2006)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to

work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and ~~official use~~; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of ________________ and shall not be binding until so approved.

(End of clause)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - Alternate I (Mar 2015)

(a) *Definitions*. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/*.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at *help@befree.org*.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ______________), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ______________) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ______________; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____

____

____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any ____________________. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

Invoice Management System (IMS)

Batch Details

Batch Number: MC5161260493

Submitted By: [redacted] FD) (FBI)

b6

Scanned Date: 5/5/2016

Batch Invoice Count: 1

Image Count: 2

b7E

Invoice Submission Form (ISF)
Purchase Order and RIO Invoices

Vendor Name: Magnet Forensics
Vendor Code (TIN): [redacted] b4
Address Code (DUNS): 080001807
Invoice # or Account #: 4/12/2016
Vendor Invoice Date: 04/04/16
Date Invoice Received by FBI: 04/04/16 [UFMS Field Name: Log Date]
Date Goods/Services Received by FBI: 04/04/16 [UFMS Field Name: Delivery Date]
Actual Acceptance Date of Goods/Services: 04/12/16 [UFMS Field Name: Acceptance Date]

BBFY/EBFY	Doc. Type	Document Number	Line #	Quantity	Amount
16	2QA	DJF-16-1200-P-0004743	1	[redacted]	[redacted]
16	2QA	DJF-16-1200-P-0004743	2	[redacted]	[redacted]
16	2QA	DJF-16-1200-P-0004743	3	[redacted]	[redacted]
16	2QA	DJF-16-1200-P-0004743	4	[redacted]	[redacted]
16	2QA	DJF-16-1200-P-0004743	5	[redacted]	[redacted]
				Total Amount to Pay*	$ 5,125.00

b4

*Ensure the Total Amount to Pay matches the amount on the invoice. For additional lines, complete Page 2.

COR/POC Approval:

Received Date: 04/12/16
Approved Date: 04/12/16
Date sent to CO: 04/20/16
Name: [redacted]
Signature:

b6

Signature Certification: I attest the goods/servic is accurate and complete to the best of my knowledge.

CO/LWH Approval:

Received Date: 4.20.16
Approved Date: 4.20.16
Date sent to CPCSU: 5.5.16
Name: [redacted]
Signature:

b6

Signature Certification: I attest the goods/services are received and the invoice is proper and approved for payment. I attest the ISF is accurate and complete to the best of my knowledge.

Annotate the Invoice with the **Actual Date Invoice Received**
(i.e., date stamp, fax transmittal date, email confirmation)

Submit Completed Form and Original Invoice to CPCSU-WV via IMS Scan or Bu-Mail
BU-MAIL: CPCSU Invoice Processing, CJIS-Clarksburg, WV, Module D-2
IMS SCAN: Please contact [redacted] on how to request IMS access

b6

13800 Coppermine Road, Suite 314
Herndon, VA
20171, United States
Phone: 519-342-0195
http://www.magnetforensics.com

INVOICE

Billing Address

[redacted]
Federal Bureau of Investigation - Detroi
477 Michigan Ave 26th Floor
Detroit
Michigan
48226-2598
United States

Shipping Address

[redacted]
Federal Bureau of Investigation - Detroi
477 Michigan Ave 26th Floor
Detroit
Michigan
48226-2598
United States

b6

Invoice Number	SIN006830
Invoice Date	11/04/2016
Contract Number	C-00018878
Contract Start Date	01/05/2016
Contract End Date	28/04/2017
End User	*Federal Bureau of Investigation - Detroi*

Customer Reference	Shipping Method	Invoice Currency	Due Date
DJF-16-1200-P-0004743		USD	11/05/2016

b4

	Product Name	Unit Price	Quantity	Term	Subtotal
1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
5	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Net Total	USD $5,125.00
Tax Total	USD $0.00
Invoice Total	**USD $5,125.00**

Comments

Send invoice to: central_invoices@ic.fbi.gov

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted]

b4

Check Payments

Remit To:
Magnet Forensics USA, Inc.
P.O. Box 83283
Chicago, IL 60691-0283

Rcd. 4/12/16

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1366127-0

Total Deleted Page(s) = 10
Page 23 ~ Duplicate;
Page 29 ~ Duplicate;
Page 32 ~ Duplicate;
Page 38 ~ Duplicate;
Page 39 ~ Duplicate;
Page 43 ~ Duplicate;
Page 44 ~ Duplicate;
Page 54 ~ Duplicate;
Page 55 ~ b4; b6;
Page 56 ~ b4; b6;

```
XXXXXXXXXXXXXXXXXXXXXXXX
X   Deleted Page(s)    X
X   No Duplication Fee X
X   For this Page      X
XXXXXXXXXXXXXXXXXXXXXXXX
```

MAGNET FORENSICS

156 Columbia Street West Unit #2
Waterloo, Ontario
N2L 3L3, Canada
Phone: 519-342-0195
www.magnetforensics.com

INVOICE

Billing Address

[redacted]
Federal Bureau of Investigation - Las Ve
1787 W Lake Mead Blvd
Las Vegas
NV
89106
United States

Shipping Address

[redacted]
Federal Bureau of Investigation - Las Ve
1787 W Lake Mead Blvd
Las Vegas
NV
89106
United States

b6

Invoice Number	SIN002527
Invoice Date	19/03/2015
Contract Number	C-00014243
Contract Start Date	01/04/2015
Contract End Date	28/09/2016
End User	Federal Bureau of Investigation - Las Ve

Customer Reference	Shipping Method	Invoice Currency	Due Date
DJF-15-3380-P-0004701		USD	18/04/2015

	Product Name	Unit Price	Quantity	Term	Subtotal
1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

b4

Net Total	USD $2,150.00
Tax Total	USD $0.00
Invoice Total	**USD $2,150.00**

Comments

Dongle IDs: 302630313731-303030303233-3330363034 302635333139-303030313134-3330363034 Copy [redacted] on invoice email [redacted] co-term licenses. b6

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted] b4

Check Payments

Remit To:
Magnet Forensics USA, Inc.
P.O. Box 83283
Chicago, IL 60691-0283

Thank you for your purchase and we appreciate your business. Within 2 business days of placing your order, a 30 day temporary license key will be provided to enable you to immediately start using the software. Once full payment is received, your license key and USB dongle (if ordered) will be provided. We appreciate your prompt payment.

We accepts payment via wire transfer, check, major credit card (VISA, Mastercard, American Express) or Paypal.

3/19/15
Sent to Draft
DB

4/29 - Processed by HQ not disbursed

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
03/17/2015

2. CONTRACT NO. *(If any)*
DJF-15-3380-P-0004701

3. ORDER NO.
DJF-15-3380-P-0004701

4. REQUISITION/REFERENCE NO.
DJF-15-3380-PR-0023202

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:

a. NAME OF CONSIGNEE
SEE SCHEDULE

b. STREET ADDRESS

c. CITY

d. STATE

e. ZIP CODE

f. SHIP VIA

7. TO:

a. NAME OF CONTRACTOR
MAGNET FORENSICS INC

b. COMPANY NAME
DUNS: 248565215

c. STREET ADDRESS
22 KING ST S SUITE 502

d. CITY
WATERLOO,ON

e. STATE

f. ZIP CODE
N2J 1N8

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR:________
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2015-SED1-1200-3380-IY-IY-31031-2015

10. REQUISITIONING OFFICE
LAS VEGAS DIVISION
ATTN: [redacted]
1787 W. LAKE MEAD BLVD
LAS VEGAS, NV 89106-2135

[redacted] b6

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*
03/31/2015

16. DISCOUNT TERMS
NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 03/31/2015 Please see itiemized quote 00013309	1.000000	EA	$2,150.0000	$2,150.00	
	See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

17(h) TOT. *(Cont. pages)*: $2,150.00

21. MAIL INVOICE TO:

a. NAME
LAS VEGAS DIVISION Attn [redacted]

b. STREET ADDRESS *(or P.O. Box)*
ATTN: [redacted] 1787 W. LAKE MEAD BLVD

c. CITY
LAS VEGAS

d. STATE
NV

e. ZIP CODE
89106-2135

17(i) GRAND TOTAL: $2,150.00

b6

[redacted]

23. NAME *(Typed)* [redacted]
TITLE: CONTRACTING/ORDERING OFFICER

b6

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 03/17/2015 - 05/19/2015 Base Period **Delivery Schedule:** 03/14/2015 Quantity: 1.000000 FOB: Delivery Address: LAS VEGAS DIVISION ATTN [redacted] 1787 W. LAKE MEAD BLVD LAS VEGAS, NV 89106-2135				
				TOTAL	$2,150.00

b6

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$2,150.00	2015 - SED1 - 1200 - 3380 - IY - - - 31031 - - - - - -
		TOTAL: $2,150.00	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.246-11	Higher-Level Contract Quality Requirement (Feb 1999)
52.204-2	Security Requirements (Aug 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Oct 2008)
52.214-29	Order of Precedence--Sealed Bidding (Jan 1986)
52.216-18	Ordering (Oct 1995)
52.216-19	Order Limitations (Oct 1995)
52.216-20	Definite Quantity (Oct 1995)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-19	Commercial Computer Software License (Dec 2007)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-17	Interest (Oct 2010)
52.232-25	Prompt Payment (Oct 2008)
52.232-30	Installment Payments for Commercial Items (Oct 1995)
52.233-1	Disputes (July 2002)
52.233-1 Alt I	Disputes (July 2002)- Alternate I (Dec 1991)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-13	Bankruptcy (July 1995)
52.244-6	Subcontracts for Commercial Items (Dec 2010)

Clause	Title
52.246-23	Limitation of Liability (Feb 1997)
52.247-68	Report of Shipment (RESHIP) (Feb 2006)
52.253-1	Computer Generated Forms (Jan 1991)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and ~~official use;~~ prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).
If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any

breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.222-50 Alt I Combating Trafficking in Persons (Feb 2009) -- Alternate I (Aug 2007)

(a) *Definitions*. As used in this clause --

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person --
(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of --

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means --

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not --

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall --

(1) Notify its employees of --

(i)(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of --

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

[Contracting Officer insert date as prescribed by agency head; if not prescribed, insert 30th](a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____________), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____________) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____________; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

____

[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any ____________________. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

FD-369 (Rev. 08-13-12)

FEDERAL BUREAU OF INVESTIGATION

REQUISITION FOR GOODS AND SERVICES

Page 1 of 1

Req.#: DJF-15-3380-PR-0023202

Date: 02/13/2015

Ordering Office/Cost Code: LAS VEGAS / 3380

Approved By: [redacted] (LV) (FBI)

Funding Approved By: [redacted] (LV) (FBI)

b6

CONTACT INFORMATION:

COTR/TPOC/Requester:

Room # & Ext: &

Program Manager: [redacted]

Supply Technician: [redacted]

CLOSE-OUT INFORMATION:

Contract Specialist:

Date Received:

Purchase Order # :

Date Completed :

b6

LINE #	FULL DESCRIPTION	UNIT OF MEASURE	QTY	FUND CODE	PROGRAM/ SUBPROGRAM	SOC	SSOC	ORG 2	ORG 4	BBFY	EBFY	AGREE-MENT #	AGREE-MENT LINE #	POP BEG	POP END	DEL CODE	UNIT PRICE	EXTENDED AMOUNT
0001	[redacted]																	

b4

TOTAL [redacted]

ADDITIONAL INFORMATION:

Required Date:		Government Estimate:	[redacted]
Fiscal Year:	FY15	Current Contract Year:	0
Delivery Restrictions:		Estimated Funding Year 1:	[redacted]
New Requirement (Yes/No):		Estimated Funding Year 2:	$0.00
Previous PO # / Contract #:		Estimated Funding Year 3:	$0.00
Exercising an Option on an Existing Contract:	NO	Estimated Funding Year 4:	$0.00
Acquisition Plan Number:		Estimated Funding Year 5:	$0.00
Suggested Vendor:	Magnet Forensics DUNS 248565215	Contract Vehicle:	

b4

DJF-15-3380-P-0004701

FBI IT ACQUISITION FORM

1. REQUESTOR

Name : [redacted] Title : ADMINISTRATIVE SPECIALIST-FO Date : 02/13/2015 b4

Office : LAS VEGAS Phone : [redacted] b6

2. PROCUREMENT DETAILS

FD - 369 # : DJF-15-3380-PR-0023202 Requisition Amount : [redacted]

Hardware : $0.00 Software : [redacted] Services : $0.00

Hardware Maintenance : $0.00 Software Maintenance : $0.00

3. PLANNING INFORMATION

Current Contract Year : 0 Will this purchase require recurring buys in the future? ○ Yes ○ No

Anticipated future maintenance cost for purchase : 1. $0.00 2 . $0.00 3 . $0.00 4 . $0.00 5 . $0.00

4. DESCRIPTION OF ITEM

Type	Product	Manufacturer	Model	SPL Status	Sourcing Status	Project	System/ Application	Network	Other
Software					[redacted]	NONE	NONE	Standalone	

b4

5. ACKNOLWLEDGEMENT

I have read and understood the FBI Corporate IT Policy ☐

6. APPROVALS

SIGNATURE	DATE
[redacted] (LV) (FBI) Division Executive	02/13/2015
[redacted] (ITMD) (FBI) CAMU IT Acquisition Specialist	02/23/2015

b6

Government Purchase Card Program

Allowable IT Equipment Purchases

IT Purchase Waiver

Cardholders may purchase IT or electronic products, including items that have digital memory or might be considered inventorial due to their dollar value or sensitivity, in support of forensic or operational technology mission requirements as long as these products are not connected to the Bureau's corporate IT systems (e.g. Trilogy, UNet, FBINet, SCION, etc.) and such purchases do not compromise the security of sensitive or covert operations. The primary purpose of these IT or electronic products must be directly associated with forensic or operational technology mission requirements.

This exemption applies to the Operational Technology Division (OTD), Regional Computer Forensics Laboratories (RFCL), Computer Analysis Response Teams (CART), and other technical programs as established by the OTD, and extends to Computer Scientists – Field Ops, Technically Trained Agents, Electronic Technicians, or other personnel procuring IT or electronic products to support the forensic and operational missions at Headquarters, Field and LEGAT locations. This exemption is retroactive to issuance of GPC Policy Notice 0671N.

Cardholders must document an exempted purchase with a notation that the item was procured "for forensic or operational technology mission requirements".

b7E

Requisition Number:	DJF-15-3380-PR-0023202	UNCLASSIFIED (U)	Requisition Creation Date: 02/13/2015
PDF Generated on	03/16/2015 06:23 PM	**Requisition for Goods or Services: Notes**	

Notes:

Date & Time	**Stage**	**User Name**	**Comments**
03/16/2015 06:23 PM		[redacted] LV) (FBI)	0001-Passed-IY [redacted] (ITMD) (FBI) Comments:Proceed. Product does not covered under ITAMP ELA contract.
02/23/2015 10:33 AM	IT CAMU Requisition Review	[redacted] (ITMD) (FBI)	0001-Passed-IY [redacted] (ITED)(FBI) Comments:
02/23/2015 10:27 AM	IT PM-COTR Review	[redacted] (ITMD)(FBI)	Approved for PO processing
02/23/2015 10:26 AM	ITED COP Review	[redacted] (ITED)(FBI)	Commit Funding Status: Processed Commit Funding Message:
02/18/2015 03:22 PM	ELA Review	[redacted] (ITMD) (FBI)	ELA review complete. Pass.
02/18/2015 03:22 PM	ELA Review	[redacted] (ITMD) (FBI)	Approve.
02/13/2015 07:08 PM	FO Financial Manager	[redacted] (LV) (FBI)	Validate Funding Status: Verified Validate Funding Message:
02/13/2015 07:07 PM	FO Financial Manager	[redacted] (LV) (FBI)	Funding approved
02/13/2015 07:01 PM	FO Financial Manager	[redacted] (LV) (FBI)	Item Number 0001 - Review Complete-Pass: Proceed. Product does not covered under ITAMP ELA contract.

b6

[redacted] (LV) (FBI) b6

From: [redacted]
Sent: Monday, March 23, 2015 10:39 AM
To: [redacted] (LV) (FBI) b6
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN002527
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN002527.pdf

This one as well.

Thanks,
[redacted] b6

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted]
Sent: Thursday, March 19, 2015 7:01 AM
To: [redacted]
Subject: Magnet Forensics USA, Inc. Invoice: SIN002527

Thank you for your purchase!

Your invoice number is: *SIN002527.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T40000002y5H6

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

A temporary registration key has been provided below so you have access to the full IEF program until your order has been delivered.

Please see below for IEF download instructions and your temporary registration key:

Step 1: Download IEF: http://www.magnetforensics.com/downloadief/

Step 2: After installation is complete, select "Run IEF after installation" and click "Ok" OR launch Internet Evidence Finder from the Desktop icon

Step 3: Click ‘Licensing’ from the menu bar at the top of the page and select ‘Load License Key’

Step 4: Paste the temporary registration key and click ‘OK’

[redacted] b4

[redacted] b4

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
    - Web: support.magnetforensics.com
    - Email: support@magnetforensics.com
    - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] (LV) (FBI) b6

From: [redacted] (LV) (FBI)
Sent: Friday, March 20, 2015 3:37 PM
To: [redacted] (LV) (FBI) b6
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN002527
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN002527.pdf

FYI...

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted] b6
Sent: Thursday, March 19, 2015 7:01 AM
To: [redacted] (LV) (FBI)
Subject: Magnet Forensics USA, Inc. Invoice: SIN002527

Thank you for your purchase!

Your invoice number is: *SIN002527*.

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T40000002y5H6

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

A temporary registration key has been provided below so you have access to the full IEF program until your order has been delivered.

Please see below for IEF download instructions and your temporary registration key:

Step 1: Download IEF: http://www.magnetforensics.com/downloadief/

Step 2: After installation is complete, select "Run IEF after installation" and click "Ok" OR launch Internet Evidence Finder from the Desktop icon

Step 3: Click 'Licensing' from the menu bar at the top of the page and select 'Load License Key'

Step 4: Paste the temporary registration key and click 'OK'

[redacted] b4

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
  - Web: support.magnetforensics.com
  - Email: support@magnetforensics.com
  - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] **(LV) (FBI)** b6

From: [redacted] b6
Sent: Thursday, March 19, 2015 8:12 AM
To: [redacted] (LV) (FBI)
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN002527
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN002527.pdf

---

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted] b6
Sent: Thursday, March 19, 2015 7:01 AM
To: [redacted]
Subject: Magnet Forensics USA, Inc. Invoice: SIN002527

Thank you for your purchase!

Your invoice number is: *SIN002527.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T40000002y5H6

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

A temporary registration key has been provided below so you have access to the full IEF program until your order has been delivered.

Please see below for IEF download instructions and your temporary registration key:

Step 1: Download IEF: http://www.magnetforensics.com/downloadief/

Step 2: After installation is complete, select "Run IEF after installation" and click "Ok" OR launch Internet Evidence Finder from the Desktop icon

Step 3: Click 'Licensing' from the menu bar at the top of the page and select 'Load License Key'

Step 4: Paste the temporary registration key and click 'OK'

[redacted] b4

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
    - Web: support.magnetforensics.com
    - Email: support@magnetforensics.com
    - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] (LV) (FBI) b6

From: noreply@salesforce.com on behalf of [redacted] b6
Sent: Thursday, March 19, 2015 7:01 AM
To: [redacted] LV) (FBI)
Subject: Magnet Forensics USA, Inc. Invoice: SIN002527
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN002527.pdf

Thank you for your purchase!

Your invoice number is: *SIN002527.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T40000002y5H6

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

A temporary registration key has been provided below so you have access to the full IEF program until your order has been delivered.

Please see below for IEF download instructions and your temporary registration key:

Step 1: Download IEF: http://www.magnetforensics.com/downloadief/

Step 2: After installation is complete, select "Run IEF after installation" and click "Ok" OR launch Internet Evidence Finder from the Desktop icon

Step 3: Click 'Licensing' from the menu bar at the top of the page and select 'Load License Key'

Step 4: Paste the temporary registration key and click 'OK'

[redacted] b4

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
    - Web: support.magnetforensics.com
    - Email: support@magnetforensics.com
    - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] (LV) (FBI) b6

From: [redacted] b6
Sent: Wednesday, March 18, 2015 1:46 PM
To: [redacted] (LV) (FBI)
Subject: RE: Quote 00013309

Thank you [redacted] for processing!

[redacted] US Federal Government & Professional Services b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] (LV) (FBI) [mailto [redacted] b6
Sent: March 18, 2015 4:21 PM
To [redacted] b6
Subject: Quote 00013309

H [redacted] b6

Attached are the quote and the Purchase order for [redacted]

Please let me know if you have any questions.

Thank you,

[redacted] b6
FBI-Las Vegas
Contracting Officer
[redacted]

MAGNET FORENSICS

Company Address 156 Columbia Street West Unit #2
Waterloo, ON N2L 3L3
CA

Created Date 18/03/2015
Expiration Date 31/03/2015
Quote Number 00013309

Prepared By:
Email:
[redacted]

Contact Name
Phone
Email
[redacted]

b6

Bill To Name Federal Bureau of Investigation - Las Vegas
Bill To 1787 W Lake Mead Blvd
Las Vegas, NV 89106
United States

Ship To Name Federal Bureau of Investigation - Las Vegas
Ship To 1787 W Lake Mead Blvd
Las Vegas, NV 89106
United States

Product	Product Code	Sales Price	Quantity	Term	Subtotal	Line Item Description
[redacted]						

b4

Comments

Dongle IDs:
302630313731-303030303233-3330363034
302635333139-303030313134-3330363034

Subtotal	USD 2,150.00
Shipping and Handling	USD 0.00
Tax	USD 0.00
Grand Total	USD 2,150.00

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

MAGNET FORENSICS®

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal.

Customer Signature: ________________________________ **Date Signed:** ________________________________

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase

Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

[redacted] (LV) (FBI)

From: [redacted] b6
Sent: Thursday, March 05, 2015 10:15 AM
To: [redacted] (LV) (FBI) [redacted] (LV) (FBI); [redacted] (LV) (FBI)
Subject: [redacted] b4
Attachments: 13309 - FBI - Las Vegas - Aug 2016_v02.pdf b7E

Hi [redacted] b6

The quote had expired from two months ago and I have updated it – see attached. My understanding is this has been approved. I'm at my desk for the next two hours and can process with a credit card or alternatively we can connect on Monday.

Appreciate your support so we can keep [redacted] busy!! ☺ b6

Chat soon,

[redacted] US Federal Government & Professional Services

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] b6
Sent: March 5, 2015 1:11 PM
To: [redacted] (LV) (FBI) [redacted] (LV) (FBI)
Cc: [redacted]
Subject: [redacted] b4 b7E

[redacted]

Do you guys know what the status is of the purchase of [redacted] See email below. I got an out of office for [redacted] so not sure if you guys were going to be taking care of this in his absence or not. I can get you more details about the purchase if needed. Just let me know.

Thanks!!

[redacted] b6

From: [redacted] (LV) (FBI)
Sent: Thursday, March 05, 2015 10:08 AM
To: [redacted] LV) (FBI)
Subject: Out of Office: [redacted]

b6

b4
b7E

I am currently out of the office and will return on Thursday, 3/26/15. I do not have access to my email during this time.

For assistance while I am out please contact SAS [redacted] or SAS [redacted]

b6

Thank you,

[redacted]

b6

From: [redacted] (LV) (FBI)
Sent: Thursday, March 05, 2015 10:08 AM
To: [redacted] (LV) (FBI)
Cc:
Subject: [redacted]

b4
b7E

Hi [redacted]

b6

I just wanted to follow up with you on the upgrade [redacted] I spoke with [redacted] around the 20th of Feb and she said the Req had been done and now it is waiting for you to do the purchasing. CC'd here is the contact at Magnet Forensics. Below is his contact info as well...

b4
b6
b7E

[redacted] US Federal Government & Professional Services
MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com
[redacted]

b6

Thanks [redacted]

b6

[redacted]
Federal Bureau of Investigation - Las Vegas Division
Computer Analysis Response Team (CART)
IT Specialist - Forensic Examiner (ITS-FE)
lab: [redacted]
mobile: [redacted]

[redacted](LV) (FBI)

From: [redacted](LV) (FBI) b6
Sent: Thursday, March 05, 2015 11:15 AM
To: [redacted](LV) (FBI)[redacted](LV) (FBI)
Cc: [redacted]
Subject: [redacted] b4 b6

[redacted] b6

I'm checking into this for you.

From: [redacted](LV) (FBI)
Sent: Thursday, March 05, 2015 10:11 AM
To: [redacted](LV) (FBI); [redacted](LV) (FBI)
Cc: [redacted]
Subject: [redacted] b4 b6 b7E

[redacted]

Do you guys know what the status is of the purchase [redacted] See email below. I got an out of office for [redacted] so not sure if you guys were going to be taking care of this in his absence or not. I can get you more details about the purchase if needed. Just let me know. b6

Thanks!!

[redacted]

From: [redacted](LV) (FBI) b6
Sent: Thursday, March 05, 2015 10:08 AM
To: [redacted](LV) (FBI)
Subject: Out of Office: [redacted] b4 b7E

I am currently out of the office and will return on Thursday, 3/26/15. I do not have access to my email during this time.

For assistance while I am out please contact SAS [redacted] or SAS [redacted]

Thank you,
[redacted]

From: [redacted](LV) (FBI) b6
Sent: Thursday, March 05, 2015 10:08 AM
To: [redacted](LV) (FBI)
Cc:
Subject: [redacted] b4 b7E

Hi [redacted]

I just wanted to follow up with you on the upgrade [redacted] I spoke with [redacted] around the 20th of Feb and she said the Req had been done and now it is waiting for you to do the purchasing. CC'd here is the contact at Magnet Forensics. Below is his contact info as well... b4 b6 b7E

[redacted] US Federal Government & Professional Services
MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com
[redacted]

b6

Thanks [redacted]

b6

[redacted]
Federal Bureau of Investigation - Las Vegas Division
Computer Analysis Response Team (CART)
IT Specialist - Forensic Examiner (ITS-FE)
lab: [redacted]
mobile: [redacted]

[redacted] (LV) (FBI) b6

From: [redacted] (LV) (FBI)
Sent: Wednesday, March 18, 2015 1:21 PM
To: [redacted] b6
Subject: Quote 00013309
Attachments: 13309 - FBI - Las Vegas [redacted] pdf; [redacted] PO_2015_03_18_13_12_23_609.pdf

H[redacted] b6

Attached are the quote and the Purchase order for [redacted]

Please let me know if you have any questions.

Thank you,

[redacted] b6
FBI-Las Vegas
Contracting Officer
[redacted]

[redacted] b6

From: [redacted] b6
Sent: Friday, January 23, 2015 10:00 AM
To: [redacted]
Cc: [redacted](LV)(FBI); [redacted]
Subject: [redacted] b4 b7E
Attachments: 13309 - FBI - Las Vegas - Aug 2016.pdf

[redacted]

I just got off the phone with [redacted] and we were approved for [redacted] out of IYIY funds [redacted] b4 b6 b7E

[redacted]

Thanks so much!!!

[redacted] b6
Federal Bureau of Investigation - Las Vegas Division
Computer Analysis Response Team (CART)
IT Specialist - Forensic Examiner (ITS-FE)
lab: [redacted]
mobile [redacted]

From: [redacted] b6
Sent: Friday, January 23, 2015 9:01 AM
To: [redacted]
Cc: [redacted]
Subject: [redacted] b4 b7E

Good morning [redacted]

This has been approved utilizing the division's IYIY budget. You can charge this to IQP 15-3380-0000504 line1 which is for services.

Thanks, and please let me know if you have any questions.

[redacted] b6

From: [redacted] b6
Sent: Thursday, January 22, 2015 12:11 PM
To [redacted]
Cc
Subject: [redacted] b4 b7E

Hi [redacted]

b4
b7E

[redacted]

Please advise... Thank you!

[redacted] b6
Federal Bureau of Investigation - Las Vegas Division
Computer Analysis Response Team (CART)
IT Specialist - Forensic Examiner (ITS-FE)
lab: [redacted]
mobile: [redacted]

From: [redacted] b6
Sent: Thursday, January 22, 2015 11:08 AM
To: [redacted]
Subject: RE: Quote for IEF

Hi [redacted] b6

Good chatting with you. I have created 2x quotes that we chatted about:

[redacted] b4

Will this be purchased before or after March 31st?

Any questions or changes fire away!

Thanks,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] b6
Sent: January 22, 2015 1:07 PM
To: [redacted]
Subject: FW: Quote for IEF

[redacted] I'm in meetings all afternoon. Can you please assist [redacted]

Thanks

[redacted]
Magnet Forensics
519.342.0195 [redacted]

From: [redacted] b6
Sent: Thursday, January 22, 2015 12:39 PM
To: [redacted]
Subject: FW: Quote for IEF

Hi [redacted]

[redacted] b4

Thank you!!

[redacted] b6

Federal Bureau of Investigation - Las Vegas Division
Computer Analysis Response Team (CART)
IT Specialist - Forensic Examiner (ITS-FE)
lab:[redacted]
mobile:[redacted]

From:[redacted] b6
Sent: Monday, July 21, 2014 7:20 AM
To:[redacted]
Cc:
Subject: RE: Quote for IEF

Good morning,

The revised quote is attached, please let me know if you need anything else.

[redacted] b6
Magnet Forensics
519.342.0195[redacted]
22 King Street South, Suite 502
Waterloo, ON N2J 1N8
www.magnetforensics.com

MAGNET FORENSICS

BRING THE TRUTH TO LIGHT.

From:[redacted] b6
Sent: Monday, July 21, 2014 12:36 AM
To:[redacted]
Subject: Re: Quote for IEF

Thank you! You too!

From: [redacted] b6
To: [redacted]
Sent: Mon Jul 21 00:34:58 2014
Subject: Re: Quote for IEF

I'll revise it tomorrow morning and send your way.

Have a good night

[redacted]

Sent from my BlackBerry 10 smartphone.

From: [redacted] b6
Sent: Monday, July 21, 2014 12:04 AM
To: [redacted]
Subject: Re: Quote for IEF

[redacted] b4 b6

Thanks!
[redacted]

From: [redacted] b6
To: [redacted]
Cc:
Sent: Mon Jul 21 00:00:08 2014
Subject: RE: Quote for IEF

Hi [redacted]

I left a message for [redacted] on Friday but I didn't hear back – we're all connected now!

[redacted] b4 b6

Thanks

[redacted] b6
Magnet Forensics
519.342.0195 [redacted]
22 King Street South, Suite 502
Waterloo, ON N2J 1N8
www.magnetforensics.com

MAGNET
FORENSICS

BRING THE TRUTH TO LIGHT.

From: [redacted] b6
Sent: Sunday, July 20, 2014 11:51 PM
To: [redacted]
Subject: Re: Quote for IEF

Yes, its the same thing. [redacted] said she hadn't heard back from you. I don't know if the quote [redacted] got was with the new pricing. We read that there is a new version and new pricing as of june or july I think. We are also interested in the module for office docs (the name is escaping me right now). b6

From [redacted] b6
To [redacted]
Sent: Sun Jul 20 23:47:38 2014
Subject: Quote for IEF

Hi [redacted]

Thank you for your quote request via our website. My name is [redacted] and I manage our relationship with the FBI. b6

I provided a quote to [redacted] about 1.5 months ago and [redacted] also requested pricing for IEF yesterday. Is your requirement for IEF separate from theirs?

Thanks,

[redacted]
Magnet Forensics
519.342.0195 [redacted]
22 King Street South, Suite 502
Waterloo, ON N2J 1N8
www.magnetforensics.com

Requisition for Goods or Services: Statement of Need

Requisition Number: **DJF-15-3380-PR-0023202** | Requisition Date : **02/13/2015**

Drafted By: [redacted] | PDF Generated on: **03/16/2015 06:23 PM** b6

REQUISITION INFORMATION

Requisition Title: **Magnetic Forensics**

Requisition Amount: [redacted] IGCE (For entire contract period) [redacted] b4

Justification of Need: **Digital Forensics tool used to quickly find, analyze, and present digital evidence on computers, smartphones, and tablets.** b7E

Description of Requirements: **Digital Forensics tool used to quickly find, analyze, and present digital evidence on computers, smartphones, and tablets.**

Is this requisition for the current fiscal year? **Yes** Fiscal Year: **FY15**

POC for Additional Info: [redacted] POC Net ID: [redacted] b6

Does this Requirement go beyond one year? This Requisition is for: **Goods** If yes, how many? **N/A**

Please identify the type of goods/services being acquired: **IT Services and Equipment** If Other: **N/A**

Is this an existing requirement? **New**

Previous PO#: Previous CO: Previous COTR: Previous Cont#:

Is the contract/order expiring? **No** If yes, provide the Expiration Date:

Are additional Divisions coordinating on this requirement? **No** If yes, Identify the Divisions: **N/A**

Is a sole source or limited competition requested? [redacted] b4

Do you have a task order number? **No** Master Contract Name:

Is this a classified acquisition? **No** If yes, provide Classification: **UNCLASSIFIED**

Was this coordinated with your Division Security Officer? Name of Security Officer: Security Officer NetID:

Was market research conducted? **No** If no, explain why not: **Magnet Forensics offers a specific tool.**

Is this requirement a bona fide need? **Yes**

Is the requirement on your spend plan? **No** Program: Sub Program:

Is the contract life valued at $5 mil or more? **No** If yes, provide Acq Plan#:

Is this requisition being considered for a small business? **No**

Note: Your market research results should reflect the small businesses considered.

If no, provide market research and justification as to why small business was not considered: **Magnet Forensics offers a specific tool.**

Requisition for Goods or Services: Statement of Need

Are there recommended small business vendors? **No**

If yes, provide potential small business vendors:

1:

2:

3:

4:

5:

Are Support Services Required? **No**

Support Services: **N/A**

APPROVER INFORMATION

Division Unit Chief:

Division Section Chief:

Division Deputy Assistant Director:

Division Assistant Director:

Acquisition Security Unit Checklist

Version 3 - 10/01/2009
Previous editions are obsolete and will not be accepted

MUST BE COMPLETED BY REQUESTOR

Request Date :	02/13/2015
Anticipated Procurement Date :	
Requisition # :	DJF-15-3380-PR-0023202
Point of Contact :	[redacted]
POC Phone # :	[redacted]

b6

Highest Classification Required for Vendor to Provide Services / Products : (Access to FBI Systems? Access to classified information?)

☒ UNCLASSIFIED ☐ ~~SECRET~~ ☐ ~~TOP SECRET~~ ☐ ~~TOP SECRET/SCI~~

Comments :

Magnet Forensics will be used on a stand alone computers

ASU USE ONLY

Date Received : 02/23/2015

Date Additional Information Requested :

Date Returned :

ASU POC : [redacted] (SECD)(FBI)

b6

[redacted]

b7E

ASU SPECIAL NOTES

[redacted]

b7E

☐

☐

☐

[redacted] SECD)(FBI) 02/23/2015
ASU Date

b6

ACKNOWLEDGEMENT

Procurement Official/COTR/Technical Representative :

☒ I certify that those security requirements identified above by ASU have been incorporated into the procurement documentation.

This ☐ is/ ☒ is not a mission essential contract.

Signature : Date :

Printed Name :

Please attach the completed checklist to your package at submission to Finance.

FPDS

[Print] [Close] [Help]

Transaction Information

Award Type:	Purchase Order	**Prepared Date:**	03/17/2015 17:11:04	**Prepared User:**	DBARONE
Award Status:	Draft	**Last Modified Date:**	03/18/2015 18:40:27	**Last Modified User:**	DBARONE

Document Information

	Agency	*Procurement Identifier*	*Modification No*	*Trans No*
Award ID:*	1549	DJF153380P0004701	0	0
Referenced IDV ID:				
Reason For Modification:				
Solicitation ID:				

	Agency Identifier	*Main Account*	*Sub Account*
Treasury Account Symbol:*	15	0200	000

Initiative: Select One ▾

Dates		**Amounts**	
Date Signed:*	03/17/2015	**Action Obligation:***	$2,150.00
Effective Date:*	03/17/2015	**Base And Exercised Options Value:***	$2,150.00
Completion Date:*	05/19/2015	**Base And All Options Value:***	$2,150.00
Est. Ultimate Completion Date:*	05/19/2015	**Fee Paid for Use of Indefinite Delivery Vehicle:**	$0.00

Purchaser Information

Contracting Office Agency ID:*	1549	**Contracting Office Agency Name:**	FEDERAL BUREAU OF INVESTIGATION
Contracting Office ID:*	PDS02	**Contracting Office Name:**	DEPT OF JUST/FEDERAL BUREAU OF INV
Funding Agency ID:*	1549	**Funding Agency Name:**	FEDERAL BUREAU OF INVESTIGATION
Funding Office ID:*	PDS02	**Funding Office Name:**	DEPT OF JUST/FEDERAL BUREAU OF INV
Foreign Funding:*	Not Applicable ▾		

Contractor Information

SAM Exception: PLEASE SELECT SAM EXCEPTION BY CLICKING THE ELLIPSIS (...) BUTTON [...] [Remove Exception]

DUNS No:*	248565215	**Street:**	22 KING ST S SUITE 502
Vendor Name:	MAGNET FORENSICS INC	**Street2:**	
DBAN:		**City:**	WATERLOO
		State:	ON **Zip:** N2J 1N8
		Country:	CANADA
		Phone:	(519) 342-0195
		Fax No:	(519) 772-3908
		Congressional District:	

Business Category [Show Details]

Organization Type	CORPORATE TAX EXE
Number of Employees	10
State of Incorporation	
Country of Incorporation	CAN
Annual Revenue	$10

Business Types
- ✓Corporate Entity, Tax Exempt

Line Of Business
- ✓Community Development Corporation
- ✓Manufacturer of Goods

Relationship With Federal Government
- ✓Both (Contracts and Grants)

Organization Factors
- ✓For Profit Organization

Contract Data

Type of Contract:*	Firm Fixed Price ▾
Multiyear Contract:	Select One ▾
Major Program:	
National Interest Action:*	None ▾
Cost Or Pricing Data:	Select One ▾
Purchase Card Used As Payment Method:*	No ▾
Undefinitized Action:*	No ▾
Performance Based Service Acquisition:*	Not Applicable ▾

FY 2004 and prior; 80% or more specified as performance requirement

** FY 2005 and later; 50% or more specified as performance requirement*

Contingency Humanitarian Peacekeeping Operation:* Not Applicable
Contract Financing: Select One
Cost Accounting Standards Clause: Select One
Consolidated Contract:* No
Number Of Actions: 1

Legislative Mandates

Clinger-Cohen Act:* No
Service Contract Act:* Not Applicable
Walsh-Healey Act:* Not Applicable
Davis Bacon Act:* Not Applicable
Interagency Contracting Authority:* Not Applicable
Other Interagency Contracting Statutory Authority: *(1000 characters)**

Principal Place of Performance

Principal Place Of Performance Code:* *State* *Location* *Country* CAN
Principal Place Of Performance County Name:
Principal Place Of Performance City Name: CANADA
Congressional District Place Of Performance:
Place Of Performance Zip Code(+4):* -

Product Or Service Information

Product/Service Code:* 7030 **Description:** ADP SOFTWARE
Principal NAICS Code:* 511210 **Description:** SOFTWARE PUBLISHERS
Bundled Contract:* Not a bundled requirement
System Equipment Code:
Country of Product or Service Origin:* CAN CANADA
Place of Manufacture:* Mfg outside U.S. - Commercial information technology
Domestic or Foreign Entity:* Foreign-Owned Business Not Incorporated in the U.S.
Recovered Materials/Sustainability:* No Clauses Included and No Sustainability Included **OMB Policy on Sustainable Acquisition**
InfoTech Commercial Item Category: Select One
Claimant Program Code: **Description:**
Sea Transportation: Select One
GFE/GFP Provided Under This Action:* Transaction does not use GFE/GFP
Use Of EPA Designated Products:* Meets Requirements
Description Of Requirement:* *(4000 characters)* Digital Forensics tool used to quickly find, analyze, and present digital evidence on computers, smartphones, and tablets.

Competition Information

Extent Competed For Referenced IDV:
Extent Competed:* Competed under SAP
Solicitation Procedures:* Simplified Acquisition
Type Of Set Aside:* No set aside used.
Evaluated Preference:* No Preference used
SBIR/STTR: Select One
Fair Opportunity/Limited Sources: Select One
Other Than Full And Open Competition: Select One
Local Area Set Aside:* No
FedBizOpps:* No
A76 Action:* No
Commercial Item Acquisition Procedures:* Commercial Item
Number Of Offers Received:* 2
Small Business Competitiveness Demonstration Program: ☐
Commercial Item Test Program:* No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:* Other than Small Business

Subcontract Plan:*	Plan Not Required ▾
Price Evaluation Percent Difference:	0 %

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1366127-0

Total Deleted Page(s) = 32
Page 42 ~ b4; b6;
Page 43 ~ b4; b6;
Page 44 ~ Duplicate;
Page 45 ~ Duplicate;
Page 46 ~ Duplicate;
Page 47 ~ Duplicate;
Page 48 ~ Duplicate;
Page 49 ~ Duplicate;
Page 65 ~ Duplicate;
Page 66 ~ Duplicate;
Page 72 ~ Duplicate;
Page 73 ~ Duplicate;
Page 81 ~ Duplicate;
Page 84 ~ Duplicate;
Page 85 ~ Duplicate;
Page 93 ~ Duplicate;
Page 94 ~ Duplicate;
Page 100 ~ Duplicate;
Page 101 ~ Duplicate;
Page 102 ~ Duplicate;
Page 103 ~ Duplicate;
Page 104 ~ Duplicate;
Page 105 ~ Duplicate;
Page 106 ~ Duplicate;
Page 107 ~ Duplicate;
Page 108 ~ Duplicate;
Page 109 ~ Duplicate;
Page 110 ~ Duplicate;
Page 111 ~ Duplicate;
Page 112 ~ Duplicate;
Page 113 ~ Duplicate;
Page 114 ~ Duplicate;

```
XXXXXXXXXXXXXXXXXXXXXXXX
X   Deleted Page(s)    X
X   No Duplication Fee X
X   For this Page      X
XXXXXXXXXXXXXXXXXXXXXXXX
```

[redacted]

b7E

MAGNET FORENSICS

156 Columbia Street West Unit #2
Waterloo, Ontario
N2L 3L3, Canada

Phone: 519-342-0195
www.magnetforensics.com

INVOICE

Billing Address

[redacted]
Federal Bureau of Investigation - Las Ve
1787 W Lake Mead Blvd
Las Vegas
NV
89106
United States

Shipping Address

[redacted]
Federal Bureau of Investigation - Las Ve
1787 W Lake Mead Blvd
Las Vegas
NV
89106
United States

Invoice Number	SIN001791
Invoice Date	31/12/2014
Contract Number	C-00013498
Contract Start Date	01/01/2015
Contract End Date	28/12/2015
End User	Federal Bureau of Investigation - Las Ve

b6

Customer Reference	Shipping Method	Invoice Currency	Due Date
a1T40000002wgLx		USD	30/01/2015

	Product Name	Sale Price	Quantity	Term	Subtotal
1	[redacted]				
2					
3					
4					
5					
6					
7					

b4

Net Total	USD $2,774.00
Tax Total	USD $0.00
Invoice Total	**USD $2,774.00**

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted]

b4

Check Payments

Remit To:
Magnet Forensics USA, Inc.
P.O. Box 83283

[redacted]

3/23/15
Sent to Draft
DB

b7E

4/29 · Processed by

[redacted] b7E

Chicago, IL 60691-0283

Thank you for your purchase and we appreciate your business. Within 2 business days of placing your order, a 30 day temporary license key will be provided to enable you to immediately start using the software. Once full payment is received, your license key and USB dongle (if ordered) will be provided. We appreciate your prompt payment.

We accepts payment via wire transfer, check, major credit card (VISA, Mastercard, American Express) or Paypal.

[redacted]

b7E

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
03/17/2015

2. CONTRACT NO. *(If any)*
DJF-15-3380-P-0004683

3. ORDER NO.
DJF-15-3380-P-0004683

4. REQUISITION/REFERENCE NO.
DJF-15-3380-PR-0021695

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
MAGNET FORENSICS INC
b. COMPANY NAME
DUNS: 248565215
c. STREET ADDRESS
22 KING ST S SUITE 502
d. CITY
WATERLOO,ON
e. STATE
f. ZIP CODE
N2J 1N8

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:__________
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2015-SEN1-1600-3380-OT-IT-31031-COMP-2015

10. REQUISITIONING OFFICE
LAS VEGAS DIVISION
ATTN [redacted]
1787 W. LAKE MEAD BLVD
LAS VEGAS, NV 89106-2135

[redacted] b6

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*
03/31/2015

16. DISCOUNT TERMS
NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 03/31/2015 See quote 00009906 See Continuation Sheet(s)	[redacted]	[redacted]	[redacted]	[redacted]	

b4

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

17(h) TOT. *(Cont. pages)*
$2,774.00

21. MAIL INVOICE TO:
a. NAME
LAS VEGAS DIVISION Attn: [redacted]
b. STREET ADDRESS *(or P.O. Box)*
ATTN [redacted] 1787 W. LAKE MEAD BLVD
c. CITY
LAS VEGAS
d. STATE
NV
e. ZIP CODE
89106-2135

b6

17(i) GRAND TOTAL
$2,774.00

[redacted]

23. NAME *(Typed)* [redacted]
TITLE: CONTRACTING/ORDERING OFFICER

b6

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 03/17/2015 - 03/31/2015 Base Period **Delivery Schedule:** 02/28/2015 Quantity [redacted] FOB: Delivery Address: LAS VEGAS DIVISION ATTN [redacted] 1787 W. LAKE MEAD BLVD LAS VEGAS, NV 89106-2135				
0002	Shipping Base Period **Delivery Schedule:** 02/28/2015 Quantity [redacted] FOB: Delivery Address: LAS VEGAS DIVISION ATTN: [redacted] 1787 W. LAKE MEAD BLVD LAS VEGAS, NV 89106-2135	[redacted]	[redacted]	[redacted]	[redacted]
				TOTAL	$2,774.00

b4
b6

b4
b6

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	[redacted]	2015 - SEN1 - 1600 - 3380 - OT - - - 31031 - - - - - -
0002	2	[redacted]	2015 - SEN1 - 1600 - 3380 - OT - - - 31031 - - - - - -
		TOTAL: $2,774.00	

b4

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.246-11	Higher-Level Contract Quality Requirement (Feb 1999)
52.204-2	Security Requirements (Aug 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Oct 2008)
52.214-29	Order of Precedence–Sealed Bidding (Jan 1986)
52.216-18	Ordering (Oct 1995)
52.216-19	Order Limitations (Oct 1995)
52.216-20	Definite Quantity (Oct 1995)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-19	Commercial Computer Software License (Dec 2007)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-17	Interest (Oct 2010)
52.232-25	Prompt Payment (Oct 2008)
52.232-30	Installment Payments for Commercial Items (Oct 1995)
52.233-1	Disputes (July 2002)
52.233-1 Alt I	Disputes (July 2002)- Alternate I (Dec 1991)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-13	Bankruptcy (July 1995)
52.244-6	Subcontracts for Commercial Items (Dec 2010)

Clause	Title
52.246-23	Limitation of Liability (Feb 1997)
52.247-68	Report of Shipment (RESHIP) (Feb 2006)
52.253-1	Computer Generated Forms (Jan 1991)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and ~~official use~~; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).
If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any

breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.222-50 Alt I Combating Trafficking in Persons (Feb 2009) -- Alternate I (Aug 2007)

(a) *Definitions.* As used in this clause --

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person --
(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of --

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means --

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy*. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not --

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements*. The Contractor shall --

(1) Notify its employees of --

(i)(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*. The Contractor shall inform the Contracting Officer immediately of --

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments*. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing*. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments*. Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment*. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

[Contracting Officer insert date as prescribed by agency head; if not prescribed, insert 30th](a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights*. (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____________), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____________) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____________; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

____

[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any ______________________. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

UNCLASSIFIED (U)

FD-369 (Rev. 08-13-12)

FEDERAL BUREAU OF INVESTIGATION

REQUISITION FOR GOODS AND SERVICES

Page 1 of 1

DJF-15-3380-PR-0021695
Req.#

01/30/2015
Date

LAS VEGAS / 3380
Ordering Office/Cost Code

[redacted] LV) (FBI)
Approved By

[redacted] (LV) (FBI)
Funding Approved By:

b6

CONTACT INFORMATION:
COTR/TPOC/Requester: [redacted]
Room # & Ext: [redacted] & [redacted]
Program Manager [redacted]
Supply Technician

CLOSE-OUT INFORMATION:
Contract Specialist:
Date Received:
Purchase Order # :
Date Completed :

LINE #	FULL DESCRIPTION	UNIT OF MEASURE	QTY	FUND CODE	PROGRAM/ SUBPROGRAM	SOC	SSOC	ORG 2	ORG 4	BBFY	EBFY	AGREE-MENT #	AGREE-MENT LINE #	POP BEG	POP END	DEL CODE	UNIT PRICE	EXTENDED AMOUNT
0001	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
0002	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

b4

TOTAL $2,774.00

ADDITIONAL INFORMATION:

Required Date:		Government Estimate:	$2,774.00
Fiscal Year:	FY15	Current Contract Year:	1
Delivery Restrictions:		Estimated Funding Year 1:	$2,774.00
New Requirement (Yes/No):		Estimated Funding Year 2:	$0.00
Previous PO # / Contract #:		Estimated Funding Year 3:	$0.00
Exercising an Option on an Existing Contract:	NO	Estimated Funding Year 4:	$0.00
Acquisition Plan Number:		Estimated Funding Year 5:	$0.00
Suggested Vendor:	Magnet Forensics DUNS 248565215	Contract Vehicle:	

UNCLASSIFIED (U)

DJF-15-3380-P-0064693

FBI IT ACQUISITION FORM

1. REQUESTOR	Name : [redacted] Title : ADMINISTRATIVE SPECIALIST-FO Date : 01/30/2015 Office : LAS VEGAS Phone : [redacted]
2. PROCUREMENT DETAILS	FD - 369 # : DJF-15-3380-PR-0021695 Requisition Amount : $2,774.00 Hardware : $0.00 Software : $2,774.00 Services : $0.00 Hardware Maintenance : $0.00 Software Maintenance : $0.00
3. PLANNING INFORMATION	Current Contract Year : 1 Will this purchase require recurring buys in the future? ○ Yes ○ No Anticipated future maintenance cost for purchase : 1. $0.00 2 . $0.00 3. $0.00 4 . $0.00 5 . $0.00

b6

4. DESCRIPTION OF ITEM	Type	Product	Manufacturer	Model	SPL Status	Sourcing Status	Project	System/ Application	Network	Other
	Software					[redacted]	NONE	NONE	NONE	
	Software						NONE	NONE	NONE	

b4

5. ACKNOLWLEDGEMENT I have read and understood the FBI Corporate IT Policy ☐

6. APPROVALS	SIGNATURE	DATE
	[redacted] (LV) (FBI) Division Executive	02/13/2015
	[redacted] (ITMD) (FBI) CAMU IT Acquisition Specialist	02/23/2015

b6

UNCLASSIFIED (U)

Acquisition Security Unit Checklist

Version 3 - 10/01/2009
Previous editions are obsolete and will not be accepted

MUST BE COMPLETED BY REQUESTOR

Request Date :	01/30/2015
Anticipated Procurement Date :	
Requisition # :	DJF-15-3380-PR-0021695
Point of Contact :	[redacted]
POC Phone # :	[redacted]

b6

Highest Classification Required for Vendor to Provide Services / Products : (Access to FBI Systems? ~~Access to classified~~ information?)

☒ UNCLASSIFIED ☐ ~~SECRET~~ ☐ ~~TOP SECRET~~ ☐ ~~TOP SECRET/SCI~~

Comments :

[redacted]

b4
b7E

ASU USE ONLY

Date Received : 02/23/2015

Date Additional Information Requested :

Date Returned :

ASU POC : [redacted] (SECD)(FBI)

b6

[redacted]

b7E

ASU SPECIAL NOTES

[redacted]

b7E

☐

☐

☐

[redacted] (SECD)(FBI) 02/23/2015

ASU Date

b6

ACKNOWLEDGEMENT

Procurement Official/COTR/Technical Representative :

☒ I certify that those security requirements identified above by ASU have been incorporated into the procurement documentation.

This ☐ is/ ☒ is not a mission essential contract.

Signature : Date :

Printed Name :

Please attach the completed checklist to your package at submission to Finance.

UNCLASSIFIED (U)

FD-1057 (Rev. 5-8-10)

UNCLASSIFIED

OFFICIAL RECORD
Document participants have digitally signed. All signatures have been verified by a certified FBI information system.

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) Direct Funding Enhancement Request for CTF Non-Operational Expenditures. **Date:** 12/17/2014

CC: [redacted] b6

From: LAS VEGAS
LV-12
Contact: [redacted] b6

Approved By: ASAC [redacted] b6
[redacted]

Drafted By: [redacted]

Case ID #: [redacted] b7E

Synopsis: (U) To document Las Vegas request and CYD approval of a direct funding enhancement for CTF non-operational expenditures.

Administrative Notes: (U) Submitting request based on OCU's preliminary approval on 11/20/2014.

Enclosure(s): Enclosed are the following items:
1. (U) IEF Quote

Details:

Las Vegas requests a direct funding enhancement to its OTIT account in the amount of [redacted] as detailed below: b4

UNCLASSIFIED

Title: (U) Direct Funding Enhancement Request for CTF Non-Operational Expenditures.
Re: [redacted] 12/17/2014

b7E

Item	Qty	Unit	Subtotal
[redacted]			

b4

Item justification:

[redacted]

b4
b7E

Title: (U) Direct Funding Enhancement Request for CTF Non-Operational Expenditures.

Re: [redacted] 12/17/2014

b7E

[redacted]

b4
b7E

◆◆

Government Purchase Card Program

Allowable IT Equipment Purchases

IT Purchase Waiver

Cardholders may purchase IT or electronic products, including items that have digital memory or might be considered inventorial due to their dollar value or sensitivity, in support of forensic or operational technology mission requirements as long as these products are not connected to the Bureau's corporate IT systems (e.g. Trilogy, UNet, FBINet, SCION, etc.) and such purchases do not compromise the security of sensitive or covert operations. The primary purpose of these IT or electronic products must be directly associated with forensic or operational technology mission requirements.

This exemption applies to the Operational Technology Division (OTD), Regional Computer Forensics Laboratories (RFCL), Computer Analysis Response Teams (CART), and other technical programs as established by the OTD, and extends to Computer Scientists – Field Ops, Technically Trained Agents, Electronic Technicians, or other personnel procuring IT or electronic products to support the forensic and operational missions at Headquarters, Field and LEGAT locations. This exemption is retroactive to issuance of GPC Policy Notice 0671N.

Cardholders must document an exempted purchase with a notation that the item was procured "for forensic or operational technology mission requirements".

If you have any questions or concerns please email the GPC team (via high side email) at

[redacted]

b7E

Last update: 12 Mar 2014

MAGNET FORENSICS

Company Address 156 Columbia Street West Unit #2
Waterloo, ON N2L 3L3
CA

Created Date 25/11/2014
Expiration Date 24/12/2014
Quote Number 00009906

Prepared By: [redacted]
Email:

Contact Name [redacted]
Phone
Email

b6

Bill To Name Federal Bureau of Investigation - Las Vegas
Bill To 1787 W Lake Mead Blvd
Las Vegas, NV 89106
United States

Ship To Name Federal Bureau of Investigation - Las Vegas
Ship To 1787 W Lake Mead Blvd
Las Vegas, NV 89106
United States

Product	Product Code	Sales Price	Quantity	Term	Subtotal
[redacted]					

b4

Subtotal	[redacted]
Shipping and Handling	
Tax	
Grand Total	USD 2,774.00

[redacted]

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

MAGNET FORENSICS

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal.

Customer Signature: ______________________________ **Date Signed:** ______________________________

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

MAGNET FORENSICS

Company Address	156 Columbia Street West Unit #2 Waterloo, ON N2L 3L3 CA	Created Date	25/11/2014
		Expiration Date	24/12/2014
		Quote Number	00009906
Prepared By: Email:	[redacted]	Contact Name Phone Email	[redacted]
Bill To Name	Federal Bureau of Investigation - Las Vegas	Ship To Name	Federal Bureau of Investigation - Las Vegas
Bill To	1787 W Lake Mead Blvd Las Vegas, NV 89106 United States	Ship To	1787 W Lake Mead Blvd Las Vegas, NV 89106 United States

b6

Product	Product Code	Sales Price	Quantity	Term	Subtotal
[redacted]					

b4

Subtotal Shipping and Handling	[redacted]
Tax	USD 0.00
Grand Total	USD 2,774.00

b4

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

MAGNET
FORENSICS

Agreement

By signing this quotation, you agree to the terms and conditions set
forth in Magnet Forensics' [redacted]
which can be

b6

Customer Signatu [redacted] Date Signed: 12/23/14

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

RE POs [redacted] -- UNCLASSIFIED_UNCLASSIFIED (U)_ b7E

Sent: Thursday, January 22, 2015 4:07 PM
Subject: RE: POs [redacted] -- UNCLASSIFIED

Classification: UNCLASSIFIED

==

Hi [redacted] b6

Please see below for each of these vendors.

Magnet Forensics - Software Purchase $2774.00
Amount…….$2,774.00
Company……15
P/SP……… OTIT
Subobject …….31031 “Software”
Fund: SEN1
Dimension 2: 1600
Dimension4: 3380
NIP Code: COMP

Vendor Info:
Magnet Forensics
DUNS….. 248565215

[redacted] b4

[redacted] b4

b7E

Thanks,
[redacted] b6

From: [redacted] (LV) (FBI)
Sent: Thursday, January 22, 2015 2:42 PM
To: [redacted] (LV) (FBI)
Cc: [redacted] (LV) (FBI); [redacted] (LV) (FBI); [redacted] (LV) (FBI)
Subject: POs [redacted] -- UNCLASSIFIED b7E

Classification: UNCLASSIFIED
===

Hi [redacted] b4 b6

I am working on creating the reqs [redacted] Can I please get the budget string for the following: (See attached sheet) b7E

Magnet Forensics - Software Purchase $2774.00
[redacted]

<< File: [redacted] >>

[redacted] b4 b6 b7E

Please let me know if you need anything else from me.
Thanks,
[redacted]

===
Classification: UNCLASSIFIED

===
Classification: UNCLASSIFIED

Sara Vohwinkel
LOGOUT

Entity Dashboard

Entity Overview
Entity Record
Core Data
Assertions
Reps & Certs
POCs
Reports
Service Contract Report
BioPreferred Report
Exclusions
Active Exclusions
Inactive Exclusions
Excluded Family Members
RETURN TO SEARCH

Magnet Forensics Inc
DUNS: 248565215 NCAGE Code: L03H7
Status: Active

22 King St S Suite 502
Waterloo, ON, N2J 1N8 ,
CANADA

Expiration Date: 06/10/2015
Purpose of Registration: All Awards

Entity Record

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the Print button.

PRINT

Current Record ▾ VIEW SELECTED RECORD

DUNS Number:	248565215
D&B Legal Business Name:	Magnet Forensics Inc
Doing Business As:	(none)

Core Data

[Expand All] | [Collapse All]

Business & TIN Information:

Business Information:

Business Start Date:	09/01/2011
Fiscal Year End Close Date:	12/20
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	
Registration Date:	03/23/2012
Activation Date:	06/10/2014
Expiration Date:	06/10/2015
Renewal Date:	06/10/2014

Physical Address:

Address Line:	22 King St S Suite 502
City:	Waterloo
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J 1N8

Mailing Address:

Address Line 1:	22 King St S Suite 502
Address Line 2:	
City:	Waterloo
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J 1N8

Sensitive Identifiers:

EIN:	980694024

IRS consent:

Tax Payer Name:	Magnet Forensics INC
Address Line 1:	22 King St S Suite 502
Address Line 2:	
City:	Waterloo
State:	ON
Country:	CANADA
ZIP/Postal Code:	N2J 1N8
Type of Tax:	Applicable Federal Tax
Tax Year: (Most Recent Tax Year)	2013
Name of Individual Executing Consent:	Adam Belsher
Title of the Individual Executing Consent:	CEO
TIN Consent Date:	05/02/2013

CAGE/NCAGE Code

NCAGE:	L03H7

General Information

Country of Incorporation:	CANADA
State of Incorporation:	
Company Security Level:	
Highest Employee Security Level:	

Business Types

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

Entity Structure

Corporate Entity (Tax Exempt)

Profit Structure

For Profit Organization

Business Types

Community Development Corporation Owned Firm

Entity Type

Business or Organization

Purpose of Registration

All Awards

Organization Factors

Manufacturer of Goods

Financial Information

Do you accept credit cards as a method of payment? Yes

Account Details:

CAGE Code:

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to Proceedings questions in accordance with FAR 52.209-7 or FAR 52.209-8. This information is not displayed in SAM. It is sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Information Opt-Out

I authorize my entity's information to be displayed in SAM's Public Search: Yes

Assertions

[Expand All] | [Collapse All]

Goods & Services:

NAICS Codes Selected:

Primary	NAICS Code	Description
Yes	511210	SOFTWARE PUBLISHERS

PSC Codes Selected:

PSC Code	Description
7025	ADP INPUT/OUTPUT AND STORAGE DEVICES
7042	MINI AND MICRO COMPUTER CONTROL DEVICES

PSC Code	Description
7030	ADP SOFTWARE

Size Metrics

World Wide:

Total Receipts (3 year average):	$ 10
Average Number of Employees (12 Month Average):	10

Location (Optional):

Annual Receipts (3 Year Average):	$
Average Number of employees (12 Month Average):	

EDI Information

Do you wish to enter EDI Information for your non-government entity? No

Disaster Response Information

Do you wish to be included in the Disaster Response Registry? No
Does your company require bonding to bid on Contracts?
Geographic Area Served:

Representations and Certifications [Expand All] | [Collapse All]

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented below. By submitting this certification I, Salgo Derhak, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to penalties if I misrepresent Magnet Forensics Inc in any of the below representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read; they do not require completion of any data. Please note that when certifying at the bottom of the page, you are also certifying that you have read each one of these provisions.

FAR 52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.222-38: Compliance with Veterans Employment Reporting Requirements

FAR 52.223-1: Biobased Product Certification

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification

FAR 52.225-25: Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

FAR 52.227-6: Royalty Information (Alternate I)

FAR 52.209-2: Prohibition on Contracting with Inverted Domestic Corporations-Representation

DFARS 252.209-7001: Disclosure of Ownership or Control by the Government of a Terrorist Country

DFARS 252.209-7003Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

DFARS 252.225-7003: Report of Intended Performance Outside the United States and Canada-Submission with Offer

DFARS 252.225-7031: Secondary Arab Boycott of Israel

DFARS 252.225-7042: Authorization to Perform

DFARS 252.229-7012: Tax Exemptions (Italy)-Representation.

DFARS 252.229-7013: Tax Exemptions (Spain)-Representation.

DFARS 252.239-7011: Special Construction and Equipment Charges

DFARS 252.247-7023: Transportation of Supplies by Sea (Alternate I, II & III)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

FAR 52.203-2: Certificate of Independent Price Determination.

FAR 52.204-3: Taxpayer Identification

FAR 52.204-5: Women-Owned Business (Other Than Small Business)

FAR 52.209-5: Certification Regarding Responsibility Matters

FAR 52.212-3: Offeror Representations and Certifications -Commercial Items (Alternate I & II)

If no NAICS table is displayed, this registrant may not be considered a small business.

FAR 52.214-14: Place of Performance-Sealed Bidding

FAR 52.215-6: Place of Performance

FAR 52.219-1: Small Business Program Representations (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

FAR 52.219-2: Equal Low Bids

FAR 52.219-22: Small Disadvantaged Business Status (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products

FAR 52.222-22: Previous Contracts and Compliance Reports

FAR 52.222-25: Affirmative Action Compliance

FAR 52.222-48: Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification

FAR 52.222-52: Exemption from Application of the Service Contract Act to Contracts for Certain Services- Certification

FAR 52.223-4: Recovered Material Certification

FAR 52.223-9: Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

FAR 52.225-2: Buy American Act Certificate

FAR 52.225-4: Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Alternate I, II & III)

FAR 52.225-6: Trade Agreements Certificate

FAR 52.226-2: Historically Black College or University and Minority Institution Representation

FAR 52.227-15: Representation of Limited Rights Data and Restricted Computer Software

DFARS 252.209-7002: Disclosure of Ownership or Control by a Foreign Government

DFARS 252.216-7008: Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

DFARS 252.225-7000: Buy American--Balance of Payments Program Certificate.

DFARS 252.225-7020: Trade Agreements Certificate.

DFARS 252.225-7022: Trade Agreements Certificate - Inclusion of Iraqi End Products.

DFARS 252.225-7035: Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

DFARS 252.247-7022: Representation of Extent of Transportation by Sea

Point of Contact

[Expand All] | [Collapse All]

Mandatory Point of Contact:

Government Business POC

Title:	
First Name:	Adam
Middle Name:	
Last Name:	Belsher
Email:	adam@magnetforensic.com
US Phone:	(519)342-0195
Extension:	3403
NON US Phone:	519-3420195
Notes:	
Address Line 1:	22 King Street S Suite 502
City:	WATERLOO
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J1N8

Accounts Receivable POC

Title:	
First Name:	Saige
Middle Name:	E
Last Name:	Derhak
Email:	saige.derhak@magnetforensic.com
US Phone:	(519)342-0195
Extension:	3400
NON US Phone:	519-3420195
Notes:	

Electronic Business POC

Title:	
First Name:	Saige
Middle Name:	E
Last Name:	Derhak
Email:	saige.derhak@magnetforensic.com
US Phone:	(519)342-0195
Extension:	3400
NON US Phone:	519-3420195
Notes:	
Address Line 1:	22 King Street S Suite 502
City:	WATERLOO
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J1N8

Optional Point of Contact:

Electronic Business Alternate POC

Title:	
First Name:	CHRIS
Middle Name:	
Last Name:	Warden
Email:	chris.warden@magnetforencis.com
US Phone:	(519)342-0195
Extension:	
NON US Phone:	519-3420195
Notes:	
Address Line 1:	22 King Street S Suite 502
City:	WATERLOO
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J1N8

Government Business Alternate POC

Title:	
First Name:	JAD
Middle Name:	
Last Name:	Saliba

Email:	Jad@magnetforensics.com
US Phone:	(519)342-0195
Extension:	
NON US Phone:	519-3420195
Notes:	
Address Line 1:	22 King Street S Suite 502
City:	WATERLOOO
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J 1N8

Past Performance POC

Title:	
First Name:	Chris
Middle Name:	
Last Name:	Warden
Email:	chris.warden@magnetforencis.com
US Phone:	(519)342-0195
Extension:	
NON US Phone:	519-3420195
Notes:	
Address Line 1:	22 King Street S Suite 502
City:	Waterloo
State/Province:	NU
Country:	CANADA
ZIP/Postal Code:	N2J1N8

Past Performance Alternate POC

Title:	
First Name:	Adam
Middle Name:	
Last Name:	Belsher
Email:	adam@magnetforensics.com
US Phone:	(519)342-0195
Extension:	
NON US Phone:	519-3420195
Notes:	
Address Line 1:	22 King Street S Suite 502
City:	Waterloo
State/Province:	ON
Country:	CANADA
ZIP/Postal Code:	N2J1N8

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Requisition for Goods or Services: Statement of Need

Requisition Number: **DJF-15-3380-PR-0021695**	Requisition Date : **01/30/2015**
Drafted By [redacted] (LV) (FBI)	PDF Generated on: **03/16/2015 06:31 PM**

b6

REQUISITION INFORMATION

Requisition Title: **Magnet Forensics**

Requisition Amount: **$2,774.00**

IGCE (For entire contract period): [redacted]

b4
b7E

Justification of Need: [redacted]

Description of Requirements: [redacted]

b4
b7E

Is this requisition for the current fiscal year? **Yes**

Fiscal Year: **FY15**

POC for Additional Info [redacted]

POC Net ID: [redacted]

b6

Does this Requirement go beyond one year?

This Requisition is for: **Goods**

If yes, how many? **N/A**

Please identify the type of goods/services being acquired: **Other**

If Other: **Software**

Is this an existing requirement? **New**

Previous PO#:

Previous CO:

Previous COTR:

Previous Cont#:

Is the contract/order expiring? **No**

If yes, provide the Expiration Date:

Are additional Divisions coordinating on this requirement? **No**

If yes, Identify the Divisions: **N/A**

Is a sole source or limited competition requested? [redacted]

b4

Do you have a task order number? **No**

Master Contract Name:

Is this a classified acquisition? **No**

If yes, provide Classification: **UNCLASSIFIED**

Was this coordinated with your Division Security Officer?

Name of Security Officer:

Security Officer NetID:

Was market research conducted? **No**

If no, explain why not: **Magnet Forensics offers a specific tool. See EC in attachments within this req**

Is this requirement a bona fide need? **Yes**

Is the requirement on your spend plan? **No**

Program:

Sub Program:

Is the contract life valued at $5 mil or more? **No**

If yes, provide Acq Plan#:

Is this requisition being considered for a small business? **No**

Note: Your market research results should reflect the small businesses considered.

If no, provide market research and justification as to why small business was not considered: **Magnet Forensics offers a specific tool. See EC in attachments within this req**

Requisition for Goods or Services: Statement of Need

Are there recommended small business vendors? **No**

If yes, provide potential small business vendors:

1:

2:

3:

4:

5:

Are Support Services Required? **No**

Support Services: **N/A**

APPROVER INFORMATION

Division Unit Chief:

Division Section Chief:

Division Deputy Assistant Director:

Division Assistant Director:

Print Close Help

Transaction Information

Award Type:	Purchase Order	**Prepared Date:**	03/17/2015 14:24:12	**Prepared User:**	DBARONE
Award Status:	Draft	**Last Modified Date:**	03/18/2015 18:31:49	**Last Modified User:**	DBARONE

Document Information

	Agency	*Procurement Identifier*	*Modification No*	*Trans No*
Award ID:*	1549	DJF153380P0004683	0	0
Referenced IDV ID:				
Reason For Modification:				
Solicitation ID:				

	Agency Identifier	*Main Account*	*Sub Account*	*Initiative*
Treasury Account Symbol:*	15	0200	000	Select One

Dates

Date Signed:* 03/17/2015

Effective Date:* 03/17/2015

Completion Date:* 05/19/2015

Est. Ultimate Completion Date:* 05/19/2015

Amounts

Action Obligation:* $2,774.00

Base And Exercised Options Value:* $2,774.00

Base And All Options Value:* $2,774.00

Fee Paid for Use of Indefinite Delivery Vehicle: $0.00

Purchaser Information

Contracting Office Agency ID:*	1549	**Contracting Office Agency Name:**	FEDERAL BUREAU OF INVESTIGATION
Contracting Office ID:*	PDS02	**Contracting Office Name:**	DEPT OF JUST/FEDERAL BUREAU OF INV
Funding Agency ID:*	1549	**Funding Agency Name:**	FEDERAL BUREAU OF INVESTIGATION
Funding Office ID:*	PDS02	**Funding Office Name:**	DEPT OF JUST/FEDERAL BUREAU OF INV
Foreign Funding:*	Not Applicable		

Contractor Information

SAM Exception: PLEASE SELECT SAM EXCEPTION BY CLICKING THE ELLIPSIS (...) BUTTON ... Remove Exception

DUNS No:* 248565215

Vendor Name: MAGNET FORENSICS INC

DBAN:

Street: 22 KING ST S SUITE 502

Street2:

City: WATERLOO

State: ON **Zip:** N2J 1N8

Country: CANADA

Phone: (519) 342-0195

Fax No: (519) 772-3908

Congressional District:

Show Details

Business Category

Organization Type CORPORATE TAX EXEN

Number of Employees 10

State of Incorporation

Country of Incorporation CAN

Annual Revenue $10

Business Types
- ✓ Corporate Entity, Tax Exempt

Line Of Business
- ✓ Community Development Corporation
- ✓ Manufacturer of Goods

Relationship With Federal Government
- ✓ Both (Contracts and Grants)

Organization Factors
- ✓ For Profit Organization

Contract Data

Type of Contract:* Firm Fixed Price

Multiyear Contract: Select One

Major Program:

National Interest Action:* None

Cost Or Pricing Data: Select One

Purchase Card Used As Payment Method:* No

Undefinitized Action:* No

Performance Based Service Acquisition:* Not Applicable

*** FY 2004 and prior; 80% or more specified as performance requirement**

*** FY 2005 and later; 50% or more specified as performance requirement**

Contingency Humanitarian Peacekeeping Operation:*	Not Applicable
Contract Financing:	Select One
Cost Accounting Standards Clause:	Select One
Consolidated Contract:*	No
Number Of Actions:	1

Legislative Mandates

Clinger-Cohen Act:*	No
Service Contract Act:*	Not Applicable
Walsh-Healey Act:*	Not Applicable
Davis Bacon Act:*	Not Applicable
Interagency Contracting Authority:*	Not Applicable
Other Interagency Contracting Statutory Authority: *(1000 characters)**	

Principal Place of Performance

	State	Location	Country
Principal Place Of Performance Code:*			CAN

Principal Place Of Performance County Name:	
Principal Place Of Performance City Name:	CANADA
Congressional District Place Of Performance:	
Place Of Performance Zip Code(+4):*	-

Product Or Service Information

Product/Service Code:*	7030	**Description:**	ADP SOFTWARE
Principal NAICS Code:*	511210	**Description:**	SOFTWARE PUBLISHERS
Bundled Contract:*	Not a bundled requirement		
System Equipment Code:			
Country of Product or Service Origin:*	CAN	CANADA	
Place of Manufacture:*	Mfg outside U.S. - Commercial information technology		
Domestic or Foreign Entity:*	Foreign-Owned Business Not Incorporated in the U.S.		
Recovered Materials/Sustainability:*	No Clauses Included and No Sustainability Included	**OMB Policy on Sustainable Acquisition**	
InfoTech Commercial Item Category:	Select One		
Claimant Program Code:		**Description:**	
Sea Transportation:	Select One		
GFE/GFP Provided Under This Action:*	Transaction does not use GFE/GFP		
Use Of EPA Designated Products:*	Meets Requirements		
Description Of Requirement:* *(4000 characters)*	`Software needed for Cyber`		

Competition Information

Extent Competed For Referenced IDV:	
Extent Competed:*	Competed under SAP
Solicitation Procedures:*	Simplified Acquisition
Type Of Set Aside:*	No set aside used.
Evaluated Preference:*	No Preference used
SBIR/STTR:	Select One
Fair Opportunity/Limited Sources:	Select One
Other Than Full And Open Competition:	Select One
Local Area Set Aside:*	No
FedBizOpps:*	No
A76 Action:*	No
Commercial Item Acquisition Procedures:*	Commercial Item
Number Of Offers Received:*	2
Small Business Competitiveness Demonstration Program:	☐
Commercial Item Test Program:*	No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:*	Other than Small Business

Subcontract Plan:*	Plan Not Required ▾
Price Evaluation Percent Difference:	0 %

[redacted](LV) (FBI)

From: [redacted] (OTD) (FBI) b6
Sent: Monday, August 15, 2016 2:42 PM
To: [redacted](LV) (FBI)
Subject: RE: Your Receipt - Thank You!

I have told them several times to udate their records. They just can't get it straight · ! Thank you for forwarding this!!

Things are going good here. Hope you're not roasting to much out there...

[redacted] b6

--

-------- Original message --------
From: [redacted](LV) (FBI)"[redacted] b6
Date: 08/15/2016 3:31 PM (GMT-07:00)
To:[redacted](OTD) (FBI)" <[redacted]
Subject: FW: Your Receipt - Thank You!

Hi [redacted]

I believe this receipt is for whoever paid the bill in your office. The last 4 digits of my credit card do not match the numbers provided, so my card wasn't used.

Hope all is well!

[redacted] b6

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted] b6
Sent: Tuesday, August 09, 2016 12:00 PM
To:[redacted](LV) (FBI);[redacted]
Subject: Your Receipt - Thank You!

Receipt

For: Payment for Invoice SIN006724
Invoice Number: SIN006724
Date: 29/07/2016

Payment Received: [redacted] USD b4 b6

Last 4 Digits From Payment Card: [redacted]

Received From:

[redacted] b6
Federal Bureau of Investigation
1787 W Lake Mead Blvd
Las Vegas, NV US

Thank you for your business!

If you have questions about this order, please contact us below.

Best Regards,

Magnet Forensics USA, Inc.
156 Columbia Street West Unit #2
Waterloo, ON N2L 3L3
CA

Phone: 519-342-0195
www.magnetforensics.com

[redacted] (LV) (FBI) b6

From: noreply@salesforce.com on behalf of [redacted]
[redacted]
Sent: Tuesday, August 09, 2016 12:00 PM
To: [redacted](LV) (FBI); [redacted]
Subject: Your Receipt - Thank You!

Receipt

For: Payment for Invoice SIN006724
Invoice Number: SIN006724
Date: 29/07/2016

Payment Received: [redacted] USD b4 b6

Last 4 Digits From Payment Card: [redacted]

Received From:

[redacted] b6
Federal Bureau of Investigation
1787 W Lake Mead Blvd
Las Vegas, NV US

Thank you for your business!

If you have questions about this order, please contact us below.

Best Regards,

Magnet Forensics USA, Inc.
156 Columbia Street West Unit #2
Waterloo, ON N2L 3L3
CA

Phone: 519-342-0195
www.magnetforensics.com

[redacted] (LV) (FBI) b6

From: noreply@salesforce.com on behalf of [redacted]
Sent: Friday, July 29, 2016 11:57 AM
To: [redacted] (LV) (FBI)
Subject: Your Receipt - Thank You!

Receipt

For: Payment for Invoice SIN006724
Invoice Number: SIN006724
Date: 7/29/2016

Payment Received: [redacted] USD b4 b6

Last 4 Digits From Payment Card: [redacted]

Received From:

[redacted] b6
Federal Bureau of Investigation
1787 W Lake Mead Blvd
Las Vegas, NV US

Thank you for your business!

If you have questions about this order, please contact us below.

Best Regards,

Magnet Forensics USA, Inc.
156 Columbia Street West Unit #2
Waterloo, ON N2L 3L3
CA

Phone: 519-342-0195
www.magnetforensics.com

[redacted](LV) (FBI) b6

From: [redacted](LV) (FBI)
Sent: Friday, June 17, 2016 7:52 AM
To: [redacted](OTD) (FBI)
Subject: RE: Outstanding Invoice SIN006724

Hi [redacted] b6

Did you submit this invoice to your office? If not, please take care of it as soon as possible.

[redacted]

From: [redacted] b6
Sent: Friday, June 17, 2016 7:32 AM
To: [redacted](LV) (FBI)
Cc [redacted]OTD) (FBI)
Subject: Outstanding Invoice SIN006724
Importance: High

Hello,

I am writing in regards to invoice SIN006724 which I have attached, it was due for payment on April 30th. Can you please provide payment status as soon as possible?

Thank you,

[redacted] b6

MAGNET FORENSICS
tel: 519.342.0195
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3

MAGNET FORENSICS

2016 Forensic 4Cast Awards

DIGITAL FORENSIC ORGANIZATION OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR
PHONE FORENSIC SOFTWARE OF THE YEAR

VOTE NOW

[redacted] (LV) (FBI)

From: [redacted] (OTD) (FBI) b6
Sent: Friday, June 17, 2016 11:42 AM
To: [redacted] (LV) (FBI)
Subject: RE: Outstanding Invoice SIN006724

Thanks [redacted] I don't know why they keep sending these to you. Ya, I submitted it to the training people. I'll have to follow up with them and see what's going on. Thanks ☺

--

-------- Original message --------
From: [redacted] (LV) (FBI) [redacted] b6
Date: 06/17/2016 8:52 AM (GMT-07:00)
To: [redacted] (OTD) (FBI)" [redacted]
Subject: RE: Outstanding Invoice SIN006724

Hi [redacted] b6

Did you submit this invoice to your office? If not, please take care of it as soon as possible.

[redacted]

From: [redacted] b6
Sent: Friday, June 17, 2016 7:32 AM
To: [redacted] LV) (FBI)
Cc: [redacted] (OTD) (FBI)
Subject: Outstanding Invoice SIN006724
Importance: High

Hello,

I am writing in regards to invoice SIN006724 which I have attached, it was due for payment on April 30th. Can you please provide payment status as soon as possible?

Thank you,

[redacted]

b6

MAGNET FORENSICS
tel: 519.342.0195

156 Columbia Street West, Unit #2

Waterloo, ON N2L 3L3

MAGNET
FORENSICS

2016 Forensic 4Cast Awards

DIGITAL FORENSIC ORGANIZATION OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR
PHONE FORENSIC SOFTWARE OF THE YEAR

VOTE NOW

b6

From: [redacted]
Sent: Wednesday, April 29, 2015 6:46 AM
To: [redacted] (LV) (FBI); [redacted] (LV) (FBI); [redacted] (LV) (FBI)
Cc: [redacted]
Subject: Magnet Forensics USA, Inc. Invoice: SIN001791
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN001791.pdf

Good Morning,

Please find a revised copy of Invoice # SIN001791 to include your order number.

The package containing the dongle will ship today with a FedEx Tracking Number of 6360 5031 8712.

Thank you,

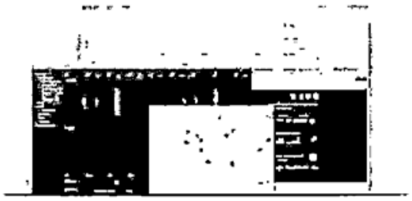
[redacted]

b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

2015 Forensic 4Cast Awards

VOTE for
INTERNET EVIDENCE FINDER
PHONE FORENSIC SOFTWARE OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR



VOTE FOR IEF NOW

MAGNET
FORENSICS

156 Columbia Street West Unit #2
Waterloo, Ontario
N2L 3L3, Canada
Phone: 519-342-0195
www.magnetforensics.com

INVOICE

Billing Address

[redacted]
Federal Bureau of Investigation - Las Ve
1787 W Lake Mead Blvd
Las Vegas
NV
89106
United States

Shipping Address

[redacted]
Federal Bureau of Investigation - Las Ve
1787 W Lake Mead Blvd
Las Vegas
NV
89106
United States

Invoice Number	SIN001791
Invoice Date	31/12/2014
Contract Number	C-00013498
Contract Start Date	01/01/2015
Contract End Date	28/12/2015
End User	Federal Bureau of Investigation - Las Ve

b6

Customer Reference	Shipping Method	Invoice Currency	Due Date
a1T40000002wgLx		USD	30/01/2015

	Product Name	Unit Price	Quantity	Term	Subtotal
1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
5	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
6	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
7	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

b4

Net Total	USD $2,774.00
Tax Total	USD $0.00
Invoice Total	**USD $2,774.00**

Comments	
Order # DFJ-15-3380-P-0004683	

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted]

b4

Remit To:
Magnet Forensics USA, Inc.
P.O. Box 83283
Chicago, IL 60691-0283

Thank you for your purchase and we appreciate your business. Within 2 business days of placing your order, a 30 day temporary license key will be provided to enable you to immediately start using the software. Once full payment is received, your license key and USB dongle (if ordered) will be provided. We appreciate your prompt payment.

We accepts payment via wire transfer, check, major credit card (VISA, Mastercard, American Express) or Paypal.

[redacted] (LV) (FBI)

From: [redacted](LV) (FBI)
Sent: Wednesday, April 29, 2015 9:18 AM
To: [redacted]LV) (FBI)
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN001791
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN001791.pdf

b6

Hello there....

These must be yours??

From:[redacted]
Sent: Wednesday, April 29, 2015 6:46 AM
To:[redacted](LV) (FBI);[redacted] (LV) (FBI);[redacted] (LV) (FBI)
Cc:[redacted]
Subject: Magnet Forensics USA, Inc. Invoice: SIN001791

b6

Good Morning,

Please find a revised copy of Invoice # SIN001791 to include your order number.

The package containing the dongle will ship today with a FedEx Tracking Number of 6360 5031 8712.

Thank you,

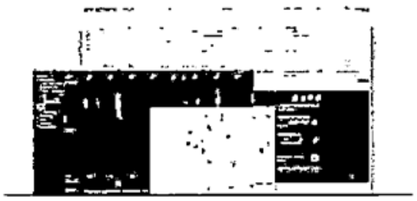
[redacted]

b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

2015 Forensic 4Cast Awards

VOTE for
INTERNET EVIDENCE FINDER
PHONE FORENSIC SOFTWARE OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR



VOTE FOR IEF NOW

[redacted] (LV) (FBI) b6

From: [redacted] (LV) (FBI) b6
Sent: Wednesday, April 29, 2015 9:19 AM
To: [redacted] (LV) (FBI)
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN001791
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN001791.pdf

Yours too??

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted] b4
Sent: Wednesday, April 29, 2015 6:41 AM
To: [redacted] LV) (FBI)
Subject: Magnet Forensics USA, Inc. Invoice: SIN001791

Thank you for your purchase!

Your invoice number is: *SIN001791.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T40000002wgLx

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

A temporary registration key has been provided below so you have access to the full IEF program until your order has been delivered.

Please see below for IEF download instructions and your temporary registration key:

Step 1: Download IEF: http://www.magnetforensics.com/downloadief/

Step 2: After installation is complete, select "Run IEF after installation" and click "Ok" OR launch Internet Evidence Finder from the Desktop icon

Step 3: Click 'Licensing' from the menu bar at the top of the page and select 'Load License Key'

Step 4: Paste the temporary registration key and click 'OK'

[redacted] b4

[redacted]

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
    - Web: support.magnetforensics.com
    - Email: support@magnetforensics.com
    - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] **(LV) (FBI)**

b6

From: [redacted]
Sent: Wednesday, April 29, 2015 10:49 AM
To: [redacted] (LV) (FBI); [redacted] (LV) (FBI); [redacted] (LV) (FBI)
Subject: RE: Magnet Forensics USA, Inc. Invoice: SIN001791

Hi [redacted]

b6

b4

Here is a 30 day key to keep you rolling with IEF until .

If you have a current IEF dongle ensure it's unplugged as it will trump this temp key
Instructions:
Step 1
Download and install IEF from the link below (Software Installers)
www.magnetforensics.com/downloadIEF

Step 2
Go to the "Licensing" menu at the top of the page and select "enter registration key"

[redacted]

Please reach out if you have any questions.

Thanks!

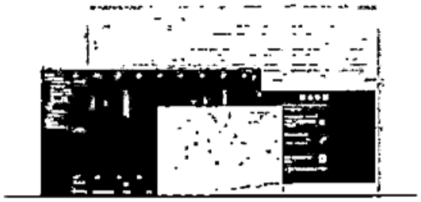
[redacted] - US Federal Government & Professional Services

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

b6

2015 Forensic 4Cast Awards

VOTE for
INTERNET EVIDENCE FINDER
PHONE FORENSIC SOFTWARE OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR



VOTE FOR IEF NOW

From[redacted] b6
Sent: April 29, 2015 9:46 AM
To:[redacted]
Cc:[redacted]
Subject: Magnet Forensics USA, Inc. Invoice: SIN001791

Good Morning,

Please find a revised copy of Invoice # SIN001791 to include your order number.

The package containing the dongle will ship today with a FedEx Tracking Number of 6360 5031 8712.

Thank you,

[redacted] b6
MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

2015 Forensic 4Cast Awards

VOTE for
INTERNET EVIDENCE FINDER

PHONE FORENSIC SOFTWARE OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR

VOTE FOR IEF NOW

b6

From: [redacted] (LV) (FBI)
Sent: Wednesday, April 29, 2015 12:39 PM
To: [redacted] b6
Subject: Fwd: Magnet Forensics USA, Inc. Invoice: SIN001791
Attachments: Federal Bureau of Investigation - Las Vegas Invoice SIN001791.pdf

--

-------- Original message --------
From: [redacted] b6
Date:04/29/2015 6:45 AM (GMT-08:00)
To: [redacted] (LV) (FBI)' [redacted], (LV) (FBI)" [redacted] (LV) (FBI)' [redacted]
Cc: [redacted]
Subject: Magnet Forensics USA, Inc. Invoice: SIN001791

Good Morning,

Please find a revised copy of Invoice # SIN001791 to include your order number.

The package containing the dongle will ship today with a FedEx Tracking Number of 6360 5031 8712.

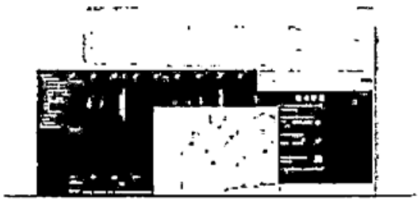
Thank you,

[redacted] b6
MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

2015 Forensic 4Cast Awards

VOTE for
INTERNET EVIDENCE FINDER

PHONE FORENSIC SOFTWARE OF THE YEAR
COMPUTER FORENSIC SOFTWARE OF THE YEAR



VOTE FOR IEF NOW

[redacted] (LV) (FBI) b6

From: [redacted] (LV) (FBI)
Sent: Tuesday, April 12, 2016 7:59 AM
To: [redacted] (OTD) (FBI) b6
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN006724
Attachments: Federal Bureau of Investigation Invoice SIN006724.pdf

Importance: High

Hi [redacted] b6

I left you a message regarding the attached invoice. You will need to forward to someone who can pay for it in your office.

Hope all is well,

[redacted]
Supervisory Admin Specialist
FBI - Las Vegas Division
[redacted] b6

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted] b6
Sent: Friday, April 01, 2016 5:19 AM
To: [redacted] (LV) (FBI)
Subject: Magnet Forensics USA, Inc. Invoice: SIN006724

Thank you for your purchase!

Your invoice number is: *SIN006724.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T33000003P7p4

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*

With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
    - Web: support.magnetforensics.com
    - Email: support@magnetforensics.com
    - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

13800 Coppermine Road, Suite 314
Herndon, VA
20171, United States
Phone: 519-342-0195
http://www.magnetforensics.com

INVOICE

Billing Address

[redacted]
Federal Bureau of Investigation
ERF Building #27958A
Quantico
VA
22135
United States

Shipping Address

[redacted]
Federal Bureau of Investigation
3975 Pole Line Road
Pocatello
ID
83201
United States

Invoice Number	SIN006724
Invoice Date	31/03/2016
Contract Number	C-00018573
Contract Start Date	01/05/2016
Contract End Date	28/05/2016
End User	Federal Bureau of Investigation

b6

Customer Reference	Shipping Method	Invoice Currency	Due Date
OTD16-25399		USD	30/04/2016

	Product Name	Unit Price	Quantity	Term	Subtotal
1	[redacted]				

b4

Net Total	USD [redacted]
Tax Total	USD [redacted]
Invoice Total	USD [redacted]

Comments
Student [redacted] Course: May 3-5, 2016 Philadelphia, PA

b6

Banking Information

Please address all payments to Magnet Forensics USA, Inc.

ACH and Wire Payments

[redacted]

b4

Check Payments

Remit To:
Magnet Forensics USA, Inc.
P.O. Box 83283
Chicago, IL 60691-0283

[redacted] (LV) (FBI)

From: [redacted] (OTD) (FBI) b6
Sent: Tuesday, April 12, 2016 9:20 AM
To: [redacted] (LV) (FBI)
Subject: RE: Magnet Forensics USA, Inc. Invoice: SIN006724

Hi [redacted] Thanks for forwarding that. At first they still had my Vegas address but the invoice clearly shows the new address in [redacted] I'm not sure how it ended up coming to you guys. Weird. Anyway, thanks again... things are good in [redacted] (when I'm there haha). I've been traveling a lot to assist offices that need help, which I love. Love it in [redacted] too. It has been a good change for me. Hope u are doing well too!! Take care. b6 b7C

[redacted]

--

-------- Original message --------
From: [redacted] (FBI)" [redacted] b6
Date: 04/12/2016 7:58 AM (GMT-08:00)
To: [redacted] (OTD) (FBI)" [redacted]
Subject: FW: Magnet Forensics USA, Inc. Invoice: SIN006724

Hi [redacted] b6

I left you a message regarding the attached invoice. You will need to forward to someone who can pay for it in your office.

Hope all is well,

[redacted]

Supervisory Admin Specialist
FBI - Las Vegas Division
[redacted] b6

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** [redacted] b6
Sent: Friday, April 01, 2016 5:19 AM
To: [redacted] (LV) (FBI)
Subject: Magnet Forensics USA, Inc. Invoice: SIN006724

Thank you for your purchase!

Your invoice number is: *SIN006724.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T33000003P7p4

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
  - Web: support.magnetforensics.com
  - Email: support@magnetforensics.com
  - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] (LV) (FBI)

b6

From: noreply@salesforce.com on behalf of [redacted]
Sent: Friday, April 01, 2016 5:19 AM
To: [redacted] (LV) (FBI)
Subject: Magnet Forensics USA, Inc. Invoice: SIN006724
Attachments: Federal Bureau of Investigation Invoice SIN006724.pdf

Thank you for your purchase!

Your invoice number is: *SIN006724.*

Your online invoice (payable via Credit Card):
https://magnetforensics.secure.force.com/US/p2f__SiteInvoiceFF?id=a1T33000003P7p4

Payment is due within 30 days from receipt of the attached invoice. Payment can be made via check, wire transfer, Visa, MasterCard or American Express. **As soon as payment is received, your order will be processed.**

If payment has already been made, no further action is required and your order will be shipped or emailed within 48-72 hours.

Please ensure you are on the latest version of IEF. You can download the latest version from our customer portal located at www.magnetforensics.com or directly in the IEF program (requires IEF v6.0 or later).

Important information about your License
IEF Software Maintenance and Support (SMS) - *if purchased*
With SMS, you will have access to:

Download Software Updates

- Register for access to our customer portal, so you can download software updates: www.magnetforensics.com/signup
- Each new release of IEF includes new and updated artifact support, so make sure to upgrade to the newest version as soon as they are released

Contact Technical Support

- Contact us with any issues, questions, bug reports, or feature requests:
    - Web: support.magnetforensics.com
    - Email: support@magnetforensics.com
    - Call: 519.342.0195

If you have any further questions regarding your purchase, please contact me at sales@magnetforensics.com.

Thank you.

[redacted] (LV) (FBI)

From: [redacted] b6
Sent: Monday, March 23, 2015 10:38 AM
To: [redacted] (LV) (FBI)
Subject: FW: Purchase order DJF-15-3380-P-0004683 Magnet Forensics
Attachments: SIN001791.pdf

Importance: High

Hi [redacted]

Can you please submit this for payment?

Thanks,
[redacted] b6

From: [redacted] b6
Sent: Friday, March 20, 2015 1:09 PM
To: [redacted]
Cc:
Subject: Purchase order DJF-15-3380-P-0004683 Magnet Forensics
Importance: High

Hello [redacted] b6

Please see the attachment for the invoice associated with your purchase order DJF-15-3380-P-0004683. Payment for this invoice is currently past due and requires payment prior to fulfillment. I have been instructed by your sales representative, [redacted] to contact you for credit card information but we do not have your telephone number on record. If you could please call us at 519-342-0195 or provide us with a telephone number so that we can reach you that would be very much appreciated.
Thank you for your business.

Best regards,
[redacted] b6

[redacted]

MAGNET FORENSICS
tel: 519.342.0195
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

[redacted] (LV) (FBI)

From: [redacted] b6
Sent: Wednesday, March 18, 2015 11:29 AM
To: [redacted] (LV) (FBI)
Attachments: 9906 - FBI - Las Vegas [redacted] pdf; 13309 - FBI - Las Vegas - [redacted] pdf

[redacted] - US Federal Government & Professional Services b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

MAGNET
FORENSICS

Company Address	22 King St South Suite 502 Waterloo, ON N2J 1N8 CA	Created Date	25/07/2014
		Expiration Date	31/08/2014
		Quote Number	00009906
Prepared By: Email:	[redacted]	Contact Name Phone Email	[redacted]
Bill To Name	Federal Bureau of Investigation - Las Vegas	Ship To Name	Federal Bureau of Investigation - Las Vegas
Bill To	1787 W Lake Mead Blvd Las Vegas, NV 89106 United States	Ship To	1787 W Lake Mead Blvd Las Vegas, NV 89106 United States

b6

Product	Product Code	Sales Price	Quantity	Term	Subtotal
[redacted]					

b4

Subtotal	USD [redacted]
Shipping and Handling	USD [redacted]
Tax	USD 0.00
Grand Total	USD [redacted]

b4

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal.

Customer Signature: ________________________________ **Date Signed:** ________________________________

Thank you for the opportunity to earn your business.

All payments are due within 30 days of purchase
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check

[redacted] (LV) (FBI) b6

From: [redacted]
Sent: Wednesday, March 18, 2015 11:30 AM
To: [redacted] (LV) (FBI)
Subject: FW: Quote Request...
Attachments: Magnet Forensics.pdf

[redacted] b6
[redacted] US Federal Government & Professional Services

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 x[redacted] b6
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] b6
Sent: December 23, 2014 6:50 PM
To: [redacted]
Subject: FW: Quote Request...

Signed Quote

From: [redacted] b6
Sent: Thursday, December 18, 2014 3:29 PM
To: [redacted]
Cc:
Subject: FW: Quote Request...

Hey [redacted] b6

Attached is a quote that was approved for purchase. My point of contact is [redacted] he can be reached at 519-342-0195 [redacted] The quote expires on 12/24/14. Please let me know if you have any questions/issues.

Thanks for making these purchases for us!

[redacted] b6

From: [redacted]
Sent: Tuesday, November 25, 2014 9:48 AM

To: [redacted] b6
Subject: RE: Quote Request...

Hi [redacted]

Good chatting with you today and appreciate your support of IEF. I've updated your quote and [redacted] b4

[redacted]

Last question from my side – will this procurement be processed before Dec 31, 2014?

Thanks again and speak soon,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new
MAGNET FORENSICS

From: [redacted] b6
Sent: November 24, 2014 6:25 PM
To: [redacted]
Subject: RE: Quote Request...

Thanks.

Two follow-up questions:

[redacted] b4

Thanks,

[redacted] b6

From: [redacted]
Sent: Monday, November 24, 2014 2:33 PM
To: [redacted]
Subject: RE: Quote Request...

Hi [redacted] b6

Good chatting with you. Attached is a quote with [redacted] b4

[redacted]

I will give you a quick ring tomorrow to discuss.

Thanks for the opportunity and chat soon.

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊝
MAGNET FORENSICS

From: [redacted] b6
Sent: November 24, 2014 4:00 PM
To: [redacted]
Subject: RE: Quote Request...

Hi [redacted]

I just left a vmail for you. Let me know if you have 5 minutes to chat this week before the holidays start. Wanted to talk about the quote and your capacity/ current forensic workflow.

I will be at my desk all week.

Chat soon,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊖
MAGNET FORENSICS

From:[redacted] b6
Sent: November 21, 2014 10:03 AM
To[redacted]
Subject: Quote Request...

Hi[redacted]

I received your request for a quote late yesterday. Hoping to have a brief chat before I send this over to you. Are you available at 8:30am Las Vegas time? I will try and give you a call. Just want to clarify a couple of items.

Thanks,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊖
MAGNET FORENSICS

[redacted] (LV) (FBI) b6

From: [redacted](LV) (FBI)
Sent: Wednesday, March 18, 2015 11:43 AM
To: [redacted]
Subject: RE: Quote Request...
Attachments: [redacted]PO_2015_03_18_11_37_27_198.pdf b6

Hello [redacted] b6

Attached you will find the Purchase Order re: quote 9906. The delivery date is workable if needed.

Thank you,

[redacted]
FBI-Las Vegas
Contracting Officer
[redacted]

From: [redacted] b6
Sent: Wednesday, March 18, 2015 11:30 AM
To: [redacted]LV) (FBI)
Subject: FW: Quote Request...

[redacted]
[redacted] - US Federal Government & Professional Services

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted] b6
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] b6
Sent: December 23, 2014 6:50 PM
To: [redacted]
Subject: FW: Quote Request...

Signed Quote

From: [redacted] b6
Sent: Thursday, December 18, 2014 3:29 PM
To: [redacted]
Cc:
Subject: FW: Quote Request...

Hey [redacted]

Attached is a quote that was approved for purchase. My point of contact is [redacted] he can be reached at 519-342-0195 [redacted] The quote expires on 12/24/14. Please let me know if you have any questions/issues. b6

Thanks for making these purchases for us!

[redacted] b6

From: [redacted] b6
Sent: Tuesday, November 25, 2014 9:48 AM
To: [redacted]
Subject: RE: Quote Request...

Hi [redacted]

Good chatting with you today and appreciate your support of IEF. I've updated your quote and [redacted] b4

[redacted]

Last question from my side – will this procurement be processed before Dec 31, 2014?

Thanks again and speak soon,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new
MAGNET FORENSICS

From: [redacted] b6
Sent: November 24, 2014 6:25 PM
To: [redacted]
Subject: RE: Quote Request...

Thanks.

Two follow-up questions:

[redacted] b4

Thanks,

[redacted] b6

From [redacted]
Sent: Monday, November 24, 2014 2:33 PM
To: [redacted]
Subject: RE: Quote Request...

Hi [redacted]

Good chatting with you. Attached is a quote with [redacted] b4

[redacted]

I will give you a quick ring tomorrow to discuss.

Thanks for the opportunity and chat soon.

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊖
MAGNET
FORENSICS

From:[redacted] b6
Sent: November 24, 2014 4:00 PM
To:[redacted]
Subject: RE: Quote Request...

Hi [redacted]

I just left a vmail for you. Let me know if you have 5 minutes to chat this week before the holidays start. Wanted to talk about the quote and your capacity/ current forensic workflow.

I will be at my desk all week.

Chat soon,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊖
MAGNET
FORENSICS

From[redacted] b6
Sent: November 21, 2014 10:03 AM
To:[redacted]
Subject: Quote Request...

Hi[redacted] b6

I received your request for a quote late yesterday. Hoping to have a brief chat before I send this over to you. Are you available at 8:30am Las Vegas time? I will try and give you a call. Just want to clarify a couple of items.

Thanks,

[redacted]

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3

519.342.0195[redacted]
magnetforensics.com

b6

JUST RELEASED
IEF v6.5
See what's new ⊙
MAGNET
FORENSICS

[redacted] (LV) (FBI) b6

From: [redacted] b6
Sent: Wednesday, March 18, 2015 12:59 PM
To: [redacted] (LV) (FBI)
Subject: RE: Quote Request...

Awesome – thanks [redacted] I will attach this to the order for processing. Appreciate your help with this one. b6

Chat soon,

[redacted] US Federal Government & Professional Services b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] LV) (FBI) [mailto [redacted] b6
Sent: March 18, 2015 2:43 PM
To: [redacted]
Subject: RE: Quote Request...

Hello [redacted]

Attached you will find the Purchase Order re: quote 9906. The delivery date is workable if needed.

Thank you,

[redacted] b6
FBI-Las Vegas
Contracting Officer
[redacted]

From: [redacted] b6
Sent: Wednesday, March 18, 2015 11:30 AM
To: [redacted] (LV) (FBI)
Subject: FW: Quote Request...

[redacted]

[redacted] - US Federal Government & Professional Services b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

NOMINATE IEF
FOR THE 2015 FORENSIC 4CAST AWARDS!

COMPUTER FORENSIC SOFTWARE TOOL OF THE YEAR
PHONE FORENSIC SOFTWARE TOOL OF THE YEAR

SUBMIT NOMINATION

From: [redacted] b6
Sent: December 23, 2014 6:50 PM
To [redacted]
Subject: FW: Quote Request...

Signed Quote

From: [redacted] b6
Sent: Thursday, December 18, 2014 3:29 PM
To: [redacted]
Cc:
Subject: FW: Quote Request...

Hey [redacted]

Attached is a quote that was approved for purchase. My point of contact is [redacted] he can be reached at 519-342-0195 [redacted] The quote expires on 12/24/14. Please let me know if you have any questions/issues. b6

Thanks for making these purchases for us!

[redacted] b6

From: [redacted]
Sent: Tuesday, November 25, 2014 9:48 AM
To: [redacted]
Subject: RE: Quote Request...

Hi [redacted]

Good chatting with you today and appreciate your support of IEF. I've updated your quote and [redacted] b4

[redacted]

[redacted] b4

Last question from my side – will this procurement be processed before Dec 31, 2014?

Thanks again and speak soon,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195[redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊖
MAGNET FORENSICS

From:[redacted] b6
Sent: November 24, 2014 6:25 PM
To:[redacted]
Subject: RE: Quote Request...

Thanks.

Two follow-up questions:

[redacted] b4

Thanks,

[redacted] b4 b6

From:[redacted]
Sent: Monday, November 24, 2014 2:33 PM
To:[redacted]
Subject: RE: Quote Request...

Hi[redacted]

Good chatting with you. Attached is a quote with three modules included[redacted]

[redacted]

[redacted]

b4

I will give you a quick ring tomorrow to discuss.

Thanks for the opportunity and chat soon.

[redacted]

b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

b6

JUST RELEASED
IEF v6.5
See what's new
MAGNET
FORENSICS

From: [redacted]
Sent: November 24, 2014 4:00 PM
To: [redacted]
Subject: RE: Quote Request...

b6

Hi [redacted]

I just left a vmail for you. Let me know if you have 5 minutes to chat this week before the holidays start. Wanted to talk about the quote and your capacity/ current forensic workflow.

I will be at my desk all week.

Chat soon,

[redacted]

b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊝
MAGNET FORENSICS

From: [redacted] b6
Sent: November 21, 2014 10:03 AM
To: [redacted]
Subject: Quote Request...

Hi [redacted]

I received your request for a quote late yesterday. Hoping to have a brief chat before I send this over to you. Are you available at 8:30am Las Vegas time? I will try and give you a call. Just want to clarify a couple of items.

Thanks,

[redacted] b6

MAGNET FORENSICS
156 Columbia Street West, Unit #2
Waterloo, ON N2L 3L3
519.342.0195 [redacted]
magnetforensics.com

JUST RELEASED
IEF v6.5
See what's new ⊝
MAGNET FORENSICS

[redacted] (LV) (FBI) b6

From: MaCorr Research [on behalf of Magnet Forensics] <surveys@macorr.com>
Sent: Tuesday, November 03, 2015 9:28 AM
To: [redacted] (LV) (FBI)
Subject: Magnet Forensics Customer Satisfaction Survey

Dear [redacted] b6

Magnet Forensics, the creator of Magnet IEF, has retained MaCorr Research, a professional and objective market research firm, to conduct this survey, which takes no more than five (5) minutes to complete.

Your feedback is incredibly important. To improve your experience with Magnet Forensics software, please share your candid feedback by taking this quick survey. In appreciation of your time and effort, you will be entered into a draw for 1 of 5 Amazon Gift Cards valued at $50 USD.

To complete the survey, please click here

All information collected in this survey is confidential and will be used strictly within MaCorr Privacy Policy, which can be found at the following URL: http://www.macorr.com/privacy.htm

Thank you in advance for your time and consideration.
Yours sincerely,
The Magnet Forensics Team

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
02/29/2016

2. CONTRACT NO. *(If any)*

3. ORDER NO.
DJF-16-1800-P-0003845

4. REQUISITION/REFERENCE NO.
DJF-16-1800-PR-0005353

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
MAGNET FORENSICS INC
b. COMPANY NAME
DUNS: 248565215
c. STREET ADDRESS
156 COLUMBIA ST W UNIT 2
d. CITY
WATERLOO,ON
e. STATE
f. ZIP CODE
N2L 3L3

8. TYPE OF ORDER

☒ a. PURCHASE
REFERENCE YOUR: ____________
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

[redacted] b6

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2016-SED1-1800-1812-GL-KF-1800_0146-31031-2016

10. REQUISITIONING OFFICE
ERF RCFL
ATTN: [redacted]
BUILDING 27958A
QUANTICO, VA 22135

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*
03/29/2016

16. DISCOUNT TERMS
NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 03/29/2016 SMS - IEF Reference quote # 00021184 FBI POC: [redacted] See Continuation Sheet(s)	25.000000	EA			

b6

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

$21,900.00 17(h) TOT. *(Cont. pages)*

21. MAIL INVOICE TO:
a. NAME
ERF RCFL Attn: [redacted]
b. STREET ADDRESS *(or P.O. Box)*
ATTN [redacted] UILDING 27958A
c. CITY
QUANTICO
d. STATE
VA
e. ZIP CODE
22135

$21,900.00 17(i) GRAND TOTAL

b6

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*
[redacted] b6
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 04/29/2016 - 04/28/2017 Base Period **Delivery Schedule:** Quantity [redacted] FOB: b4 Delivery Address: ERF RCFL ATTN [redacted] b6 BUILDING 27958A QUANTICO, VA 22135				
0002	[redacted] b4 **Line Period of Performance:** 04/29/2016 - 04/28/2017 Base Period **Delivery Schedule:** Quantity [redacted] FOB: Delivery Address: ERF RCFL ATTN [redacted] b6 BUILDING 27958A QUANTICO, VA 22135	[redacted]	EA		
0003	[redacted] b4 **Line Period of Performance:** 04/29/2016 - 04/28/2017 Base Period **Delivery Schedule:** Quantity [redacted] FOB: b4 Delivery Address: ERF RCFL ATTN: [redacted] b6 BUILDING 27958A QUANTICO, VA 22135	[redacted]	EA		
0004	Shipping and Handling **Line Period of Performance:** 04/29/2016 - 04/28/2017 Base Period **Delivery Schedule:** Quantity [redacted] FOB: b4 Delivery Address: ERF RCFL ATTN: [redacted] b6 BUILDING 27958A QUANTICO, VA 22135	[redacted]	EA		
				Base Total:	$21,900.00
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$21,900.00

FUNDING DETAILS:

b4

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	[redacted]	2016 - SED1 - 1800 - 1812 - GL - - 1800_0146 - 31031 - - - - - -
0002	2	[redacted]	2016 - SED1 - 1800 - 1812 - GL - - 1800_0146 - 31031 - - - - - -
0003	3	[redacted]	2016 - SED1 - 1800 - 1812 - GL - - 1800_0146 - 31031 - - - - - -
0004	4	[redacted]	2016 - SED1 - 1800 - 1812 - GL - - 1800_0146 - 22012 - - - - - -
		TOTAL: $21,900.00	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

Clause	Title
52.212-4	Contract Terms and Conditions--Commercial Items (May 2015)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification

documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/ or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an

emergency.

- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.

- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

- Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.

- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and ~~official use~~; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).
If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall

call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER DJF-14-1800-PR-0007823

2. CONTRACT NO. DJF-14-1200-P-0007130

3. AWARD/EFFECTIVE DATE 05/09/2014

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME

9. ISSUED BY CODE UNIT_CHIEF
FEDERAL BUREAU OF INVESTIGATION
SCIENCE & TECHNOLOGY CONTRACTS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

10. THE ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 541511
SIZE STANDARD: $1

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS NET 30

13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE [redacted]
SEE SCHEDULE

16. ADMINISTERED BY CODE

b6

17a. CONTRACTOR/OFFEROR CODE 980694024 FACILITY CODE 248565215
MAGNET FORENSICS INC
22 KING ST S SUITE 502
WATERLOO,ON N2J 1N8
DUNS: 248565215

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE 1800 [redacted]
[redacted]
ATTN [redacted]
BUILDING 27958A
QUANTICO, VA 22135

b6
b7E

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	[redacted]				
	See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

b4

25. ACCOUNTING AND APPROPRIATION DATA
FBI-2014-SED1-1800-1819-GL-FA-25705-ITS-2014

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*) $280,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REF. ____________ OFFER DATED ____________. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*) [redacted]

31c. DATE SIGNED 05/09/2014

b6

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ______________________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*
		42c. DATE REC'D *(YY/MM/DD)* 42d. TOTAL CONTAINERS

Table of Contents

Section	Description	Page Number
1	Solicitation/Contract Form	1
2	Commodity or Services Schedule	
3	Contract Clauses	6
4	List of Attachments	7

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	Line Period of Performance: 05/31/2014 - 05/30/2015 **Delivery Schedule:** Quantity: 350.000000 FOB: Delivery Address: [redacted] ATTN: [redacted] BUILDING 27958A QUANTICO, VA 22135					b4 b6 b7E
0002	[redacted]					
	Line Period of Performance: 05/31/2014 - 05/30/2015 **Delivery Schedule:** Quantity: 350.000000 FOB: Delivery Address: [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135					b4 b6 b7E
0003	[redacted]					
	Line Period of Performance: 05/31/2014 - 05/30/2015 **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135					b4 b6 b7E
				TOTAL	$280,000.00	

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES	
0001	1	[redacted]	2014 - SED1 - 1800 - 1819 - GL - - - 25705 - - - - - -	b4
0002	2	[redacted]	2014 - SED1 - 1800 - 1819 - GL - - - 25705 - - - - - -	
0003	3	[redacted]	2014 - SED1 - 1800 - 1819 - GL - - - 25705 - - - - - -	
		TOTAL: $280,000.00		

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.232-25	Prompt Payment (Oct 2008)

Clauses By Full Text

Additional Information

Please refer to Quote Number 00006458 for pricing confirmation and technical specifications required.

FBI Technical Point of Contact:

[redacted] b6
(tel) [redacted]
(email) [redacted]

Shipping Address/Point of Contact:

[redacted] b6
Federal Bureau of Investigation
Engineering Research Facility
Bldg 27958-A
Quantico, VA 22135

Contracting Point of Contact:

[redacted] b6
(tel) [redacted]
(email) [redacted]

System for Award Management Requirement (SAM)

The Offeror and Awarded Contractor shall ensure its company is registered in the System for Award Management (SAM). Effective July 29, 2012, all vendors shall be registered in SAM to receive government contracts. In addition, the FBI is utilizing a new financial management system that has a direct interface with SAM. If any current FBI vendor data conflicts with SAM Data, the information contained in SAM may override our current information. It is the Contractor's responsibility to ensure that company information in SAM is current, accurate, and complete. This information includes: TIN, EFT, DUNS, addresses, and contact information. The EFT banking information on file in SAM will be the information the FBI uses to process payment with vendors doing business with the FBI.

If the Contractor does not maintain an active registration in SAM payments will be held until registration is reactivated. The FBI is not responsible for prompt payment penalties or delays in payment processing due to inaccurate or outdated information in SAM.

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER: DJF-14-1800-PR-0008959

2. CONTRACT NO. DJF-14-1200-E-0007818

3. AWARD/EFFECTIVE DATE: 05/30/2014

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME

9. ISSUED BY CODE UNIT_CHIEF
FEDERAL BUREAU OF INVESTIGATION
SCIENCE & TECHNOLOGY CONTRACTS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

10. THE ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 511210
SIZE STANDARD: [redacted]

b4

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS: NET 30

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE
SEE SCHEDULE
[redacted]

16. ADMINISTERED BY CODE

b6

17a. CONTRACTOR/OFFEROR CODE 980694024 FACILITY CODE 248565215
MAGNET FORENSICS INC
22 KING ST S SUITE 502
WATERLOO,ON N2J 1N8
DUNS: 248565215
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE [redacted]
ERF RCFL
ATTN [redacted]
BUILDING 27958A
QUANTICO, VA 22135

b6

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	**Delivery Date:** 05/31/2014 [redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

b4

25. ACCOUNTING AND APPROPRIATION DATA: FBI-2014-SED1-1800-1812-GL-KF-31033-2014

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*): $128,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☒ 29. AWARD OF CONTRACT: REF. ____ OFFER DATED 05/29/2014. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*): [redacted]

31c. DATE SIGNED: 05/30/2014

b6

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ____________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*
		42c. DATE REC'D *(YY/MM/DD)* 42d. TOTAL CONTAINERS

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 05/30/2014 - 05/29/2015 **Delivery Schedule:** 06/30/2014 Quantity: [redacted] FOB: b4 Delivery Address: ERF RCFL ATTN: [redacted] b6 BUILDING 27958A QUANTICO, VA 22135				
0002	[redacted] b4				
	Line Period of Performance: 05/30/2014 - 05/29/2015 **Delivery Schedule:** 06/30/2014 Quantity: [redacted] FOB: b4 Delivery Address: ERF RCFL ATTN: [redacted] b6 BUILDING 27958A QUANTICO, VA 22135				
0003	[redacted] b4				
	Line Period of Performance: 05/30/2014 - 05/29/2015 **Delivery Schedule:** 06/30/2014 Quantity: [redacted] FOB: b4 Delivery Address: ERF RCFL ATTN: [redacted] b6 BUILDING 27958A QUANTICO, VA 22135				
				TOTAL	$128,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	[redacted]	2014 - SED1 - 1800 - 1812 - GL - - - 31033 - - - - - - b4
0002	2	[redacted]	2014 - SED1 - 1800 - 1812 - GL - - - 31033 - - - - - -
0003	3	[redacted]	2014 - SED1 - 1800 - 1812 - GL - - - 31033 - - - - - -
		TOTAL: $128,000.00	

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions--Commercial Items (Feb 2012)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.212-4	Contract Terms and Conditions--Commercial Items (Feb 2012)

Clauses By Full Text

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

__(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.).

__(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

__(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

__(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__(11) [Reserved]

__(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__(ii) Alternate I (Nov 2011).

__(iii) Alternate II (Nov 2011).

__(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__(ii) Alternate I (Oct 1995) of 52.219-7.

__(iii) Alternate II (Mar 2004) of 52.219-7.

__(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__(ii) Alternate I (Oct 2001) of 52.219-9.

__(iii) Alternate II (Oct 2001) of 52.219-9.

__(iv) Alternate III (Jul 2010) of 52.219-9.

__(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__(18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__(ii) Alternate I (June 2003) of 52.219-23.

__(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

__(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

__(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

__(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

__(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__(27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__(29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

__(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

__(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__(32) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).

__(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.).

__(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.).

__(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.).

__(36) 52.223-15, Energy Efficiency in Energy Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

__(ii) Alternate I (Dec 2007) of 52.223-16.

__(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__(40)(i) 52.225–3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).

__(ii) Alternate I (Mar 2012) of 52.225-3.

__(iii) Alternate II (Mar 2012) of 52.225-3.

__(iv) Alternate III (Nov 2012) of 52.225-3.

__(41) 52.225–5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.5150).

__(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).

__(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).

__(47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).

__(48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__(49) 52.232-36, Payment by Third Party (Feb 2010)(31 U.S.C. 3332).

__(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

__(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

__(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__(7) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O.13495).

__(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__(9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
DJF-14-1200-P-0011787

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 09/14/2015	4. REQUISITION/PURCHASE REQ. NO. DJF-14-1800-PR-0012997	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE UNIT_CHIEF

FEDERAL BUREAU OF INVESTIGATION
SCIENCE & TECHNOLOGY CONTRACTS UNIT
935 PENNSYLVANIA AVE. NW
WASHINGTON, DC 20535-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, country, state and ZIP Code)*

MAGNET FORENSICS INC
156 COLUMBIA ST W UNIT 2
WATERLOO,ON N2L 3L3
DUNS: 248565215

CODE: 980694024 FACILITY CODE: 248565215

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DJF-14-1200-P-0011787

10B. DATED *(SEE ITEM 13)*
09/03/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ______________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
FBI-2014-SEN1-1800-1811-FX-FX-31031-ITP-2014

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
[redacted] FINAL INVOICE RECEIVED b4

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* [redacted] b6	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/14/2015

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

Section	Description	Page Number
1	Solicitation/Contract Form	1
2	Commodity or Services Schedule	3
3	Contract Clauses	5
4	List of Attachments	6

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity [redacted] FOB: Delivery Address [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135	[redacted]	EA	[redacted]	[redacted]	b4 b4 b6 b7E
0002	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address: [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135	[redacted]	EA	[redacted]	[redacted]	b4 b4 b6 b7E
0003	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135		EA			b4 b4 b6 b7E
0004	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity [redacted] FOB: Delivery Address [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135		EA			b4 b4 b6 b7E
0005	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address [redacted] ATTN [redacted]		EA			b4 b4 b6 b7E

	BUILDING 27958A QUANTICO, VA 22135					
0006	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address: [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135	[redacted]	EA	[redacted]	[redacted]	b4 b4 b6 b7E
0007	[redacted] **Line Period of Performance:** 09/01/2014 - 09/28/2017 **Delivery Schedule:** Quantity [redacted] FOB: Delivery Address [redacted] ATTN [redacted] BUILDING 27958A QUANTICO, VA 22135		EA			b4 b4 b6 b7E
0008	Shipping & Handling **Line Period of Performance:** 09/01/2014 - 09/30/2014 **Delivery Schedule:** Quantity: [redacted] FOB: Delivery Address: [redacted] ATTN: [redacted] BUILDING 27958A QUANTICO, VA 22135		EA			b4 b6 b7E
				PREVIOUS TOTAL	$204,604.70	
				CHANGE CURRENT TOTAL	[redacted]	b4

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES	
0001	[redacted]	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -	b4
0002	[redacted]	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -	
0003	[redacted]	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -	

b4

0004	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -
0005	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -
0006	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -
0007	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 31031 - - - - - -
0008	[redacted]	2014 - SEN1 - 1800 - 1811 - FX - - - 22012 - - - - - -

CURRENT: $204,604.30

Section 3 - Contract Clauses

Clauses By Full Text

Additional Information

Please refer to Quote No. 00009243 for technical specifications required.

Period of Performance: 09/01/2014-09/28/2017

FBI Technical Point of Contact:

[redacted]
(tel) [redacted]

b6

(email) [redacted] b6

FBI Invoicing Point of Contact:

[redacted] b6
(tel) [redacted]
(email) [redacted]

FBI Contracting Point of Contact:

[redacted] b6
(tel) [redacted]
(email [redacted]

FBI Shipping Information:

Federal Bureau of Investigation
Engineering Research Facility
Bldg 27958-A
Quantico, VA 22135

Attn [redacted] b6

System for Award Management Requirement (SAM)

The Offeror and Awarded Contractor shall ensure its company is registered in the System for Award Management (SAM). Effective July 29, 2012, all vendors shall be registered in SAM to receive government contracts. In addition, the FBI is using a new financial management system that has a direct interface with SAM. If any current FBI vendor data conflicts with SAM data, the information contained in SAM may override our current information. It is the Contractor's responsibility to ensure that company information in SAM is current, accurate, and complete. This information includes: TIN, EFT, DUNS, addresses, and contact information. The EFT banking information on file in SAM will be the information the FBI uses to process payment with vendors doing business with the FBI.

If the Contractor does not maintain an active registration in SAM payments will be held until registration is reactivated. The FBI is not responsible for prompt payment penalties or delays in payment processing due to inaccurate or outdated information in SAM.

Section 4 - List of Attachments

No Clauses

No Attachments

MAGNET
FORENSICS

Magnet Forensics USA, Inc.
13800 Coppermine Road, Suite 314
Herndon, VA
20171

DUNS: 080001807
Cage Code: 7K9J2
Phone Number: +1 (844) 638-7884

BRING THE TRUTH TO LIGHT.

Quote Number	00026315	SMS Start Date	8/1/2016
Created Date	09-JUN-2016	SMS End Date	6/30/2017
Expiration Date	01-JUL-2016		

Prepared By:
Email:
[redacted]

Contact Name
Phone
Email
[redacted]

b6

Bill To Name	Federal Bureau of Investigation	Ship To Name	Federal Bureau of Investigation
Bill To	1110 3rd Ave Seattle, WA 98101 United States	Ship To	1110 3rd Ave Seattle, WA 98101 United States

Quote Line Items (* Prices are based on Annual Terms)

Product	Start Date	End Date	Selling Price	Quantity	Total Price
[redacted]					

b4

Subtotal	USD 572.92
Shipping and Handling	USD 0.00
Tax	USD 0.00
Grand Total	USD 572.92

Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote.

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal.

Customer Signature: ______________________ **Date Signed:** ______________________

Thank you for the opportunity to earn your business.
Accepted Payment Methods Include: Credit Card, PayPal, Wire Transfer and Check